



The Study Meeting of the West Valley City Council will be held on Tuesday, July 26, 2016, at 4:30 PM, in the Multi-Purpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted July 21, 2016, 12:00 PM

A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - A. July 19, 2016
4. Presentations:
 - A. Introduction of New Employees
5. Review Agenda for Regular Meeting, Special Redevelopment Agency Meeting, and Special Housing Authority Meeting of July 26, 2016
6. New Business Scheduled for July 26, 2016 Regular Meeting
 - A. Reso. 16-119: Award a Contract to Morgan Pavement for the 2016 Asphalt Polymer Treatment Project

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

7. Awards, Ceremonies and Proclamations Scheduled For August 9, 2016
 - A. Employee of the Month Award, August 2016- Maria Alvarado, Justice Court

8. Public Hearings Scheduled For August 9, 2016

- A. Accept Public Input Regarding the Budget of West Valley City for Fiscal Year 2016-2017

Action: Consider Resolution 16-120, Adopt a Final Budget; Make Appropriations for the Support of West Valley City for the Fiscal Year Beginning July 1, 2016 and Ending June 30, 2017; and Determine the Rate of Tax and Levying Taxes Upon All Real and Personal Property Within West Valley City, Utah, Taxable by Law for the Year 2016

- B. Accept Public Input Regarding the West Valley City Police Department's Application for a Justice Assistance Grant (JAG) through the U.S. Department of Justice Programs

Action: Consider Resolution 16-121, Authorize the West Valley City Police Department to Apply for a Justice Assistance Grant (JAG) through the U.S. Department of Justice Programs

9. Resolutions:

- A. 16-122: Support the Creation of a Veterans Hall Within the State of Utah
 - B. 16-123: Ratify the City Manager's Re-Appointment of Abigail Dizon-Maughan as Chair of the Professional Standards Review Board for a Term Commencing August 9, 2016 and Ending July 1, 2018

10. Communications:

- A. Skate Park Update (15 Min)

- B. Budget Update (15 Min)
 - C. Council Update
- 11. New Business:
 - A. Potential Future Agenda Items
 - B. Council Reports
- 12. Motion for Executive Session
- 13. Adjourn

MINUTES OF COUNCIL STUDY MEETING – JULY 19, 2016

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THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, July 19, 2016, AT 4:30 P.M. IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Steve Vincent, Councilmember District 4

ABSENT:

Lars Nordfelt, Councilmember At-Large

STAFF PRESENT:

Paul Isaac, Acting City Manager/ HR Director
Nichole Camac, City Recorder

Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
Lee Russo, Police Chief
John Evans, Fire Chief
Steve Hyde, Acting Finance Director
Chris Curtis, Acting CPD Director
Russell Willardson, Public Works Director
Nancy Day, Acting Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department
Andrew Wallentine, Administration
DeAnn Varney, Administration
Dan Johnson, Public Works Department
Steve Pastorik, CED Department
Rick Westphal, Administration
Mark Nord, CED Department
Freya Johnson, CED Department

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1. APPROVAL OF MINUTES OF STUDY MEETING HELD JULY 12, 2016

The Council considered the Minutes of the Study Meeting held July 12, 2016. There were no changes, corrections or deletions.

Councilmember Vincent moved to approve the Minutes of the Study Meeting held July 12, 2016. Councilmember Christensen seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

2. REVIEW AGENDA FOR REGULAR MEETING SCHEDULED JULY 19, 2016

Item 8.A- Accept Public Input Regarding Application No. ZT-9-2016, Filed by West Valley City, Requesting a Zone Text Amendment to Add Section 7-34 to Allow for Accessory Dwelling Units Under Certain Conditions and Consider Ordinance 16-33, Enact Chapter 7-34 of the West Valley City Municipal Code to Establish Regulations Concerning Accessory Dwelling Units

Mayor Bigelow stated that he is concerned about the proposed ordinance and has a lot of questions that he would like the time to discuss. Paul Isaac indicated that this item can be continued after the Public Hearing is held until the Council feels comfortable moving forward. Councilmember Vincent stated that the proposed ordinance, as written, would not affect many properties and wouldn't make a significant impact. Members of the Council discussed various options including a 'Tiny House' or a prefab home that could be moved onto the property and potential implications this could cause. Councilmember Buhler asked if an RV can be parked on a property and used as living space. Steve Pastorik, CED Department, replied no. He indicated that an RV can be parked on a property but cannot be used as living space. Members of the City Council discussed multiple families living in a single family home and whether this will improve that situation or create other concerns. Councilmember Buhler stated that he doesn't see how this will improve homelessness or help with that issue. Mayor Bigelow stated that the ordinance would be unenforceable for many reasons.

Upon inquiry by Mayor Bigelow, members of the Council had no further questions or concerns regarding items listed on the Agenda for the Regular Meeting scheduled later this night.

3. AWARDS, CEREMONIES AND PROCLAMATIONS SCHEDULED JULY 26, 2016

MINUTES OF COUNCIL STUDY MEETING – JULY 19, 2016

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A. PROCLAMATION DECLARING AUGUST 2016 AS "NEIGHBORHOOD NIGHTS" MONTH AND AUGUST 2, 2016 AS "NATIONAL NIGHT OUT 2016" IN WEST VALLEY CITY

Councilmember Huynh offered to read the proclamation declaring August 2016 as "Neighborhood Nights" Month and August 2, 2016 as "National Night Out 2016" in West Valley City at the Regular Council Meeting scheduled July 26, 2016 at 6:30 P.M.

4. RESOLUTION NO. 16-107, APPROVE THE PURCHASE OF EMC DATA BACKUP SYSTEM (CONTINUED FROM THE JULY 5, 2016 CITY COUNCIL REGULAR MEETING)

Mayor Bigelow discussed proposed Resolution No. 16-107 that would approve the purchase of EMC Data Backup System (continued from the July 5, 2016 City Council Regular Meeting)

Written information previously provided the City Council included the following:

We currently use Evault to back up our data. Their encryption modules are not FIPS 140-2 certified as required to send criminal justice information off site. We worked with them to get certified but they made a business decision not to become FIPS compliant. We are currently only licensed for 10TB of backup space and we are about to exceed that limit.

Formal bidding will not be required for this purchase because EMC holds a contract with the State of Utah. If approved, this purchase would increase the disk storage for the City's backup systems both onsite and at our disaster recovery site to 49TB each. Encryption and other features will meet Criminal Justice and other standards. Backups will be much easier to manage and restoration from backup will be quicker and more reliable. This system cannot be affected by ransomware or other malware and allows us to retrieve any file from any point in time.

* This amount will be financed through US Bank

Upon inquiry by Mayor Bigelow, the Council had no further questions or concerns.

The City Council will consider proposed Resolution No. 16-107 at the Regular Council Meeting scheduled July 26, 2016, at 6:30 P.M.

5. RESOLUTION NO. 16-112, AUTHORIZE THE CITY TO ENTER INTO PROPERTY SCHEDULE NO. 6 OF THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH US BANCORP GOVERNMENT LEASING AND FINANCING, INC. WITH RESPECT TO A LEASE FOR THE PURCHASE AND REPLACEMENT OF DATA PROCESSING EQUIPMENT

MINUTES OF COUNCIL STUDY MEETING – JULY 19, 2016

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Mayor Bigelow discussed proposed Resolution No. 16-112 that would authorize the City to enter into Property Schedule No. 6 of the Master Tax-Exempt Lease/Purchase Agreement with US Bancorp Government Leasing and Financing, Inc. with respect to a lease for the purchase and replacement of Data Processing Equipment.

Written information previously provided to the City Council included the following:

West Valley City is required by federal law to be in compliance by mandate to secure and upgrade our data system. Our current data does not abide by this obligation, therefore we need to upgrade the system in order to maintain data integrity and security. This lease is intended to last 5 years with quarterly payments with an interest rate of 1.92%. The City will own the equipment at the end of the lease term.

US Bancorp Government Leasing and Finance Inc. has provided a highly competitive leasing proposal for the purchase of this equipment. The proposed lease payment schedule falls within the existing authorized budget of the city.

Upon inquiry by Mayor Bigelow, the Council had no further questions or concerns.

The City Council will consider proposed Resolution No. 16-112 at the Regular Council Meeting scheduled July 26, 2016, at 6:30 P.M.

6. **RESOLUTION NO. 16-113, AUTHORIZE THE EXECUTION OF A SALES CONTRACT BETWEEN WEST VALLEY CITY AND CLOUD SHERPAS FOR HOSTED GOOGLE APPS, E-MAIL, AND GOOGLE DRIVE STORAGE**

Acting City Manager, Paul Isaac, discussed proposed Resolution No. 16-113 that would authorize the execution of a sales contract between West Valley City and Cloud Sherpas for hosted Google Apps, E-Mail, and Google Drive storage.

Written information previously provided to the City Council included the following:

Cloud Sherpas is providing West Valley City with Email services.

The original contract was with Omnetic and now our Google Apps are supplied through Cloud Sherpas.

Upon inquiry by Mayor Bigelow, the Council had no further questions or concerns.

The City Council will consider proposed Resolution No. 16-113 at the Regular Council Meeting scheduled July 26, 2016, at 6:30 P.M.

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7. RESOLUTION NO. 16-114, AUTHORIZE WEST VALLEY CITY TO PURCHASE A TYMCO 600 SWEEPER FROM INTERMOUNTAIN SWEEPER FOR USE BY THE PUBLIC WORKS DEPARTMENT

Public Works Director, Russ Willardson, discussed proposed Resolution No. 16-114 that would authorize West Valley City to purchase a Tymco 600 Sweeper from Intermountain Sweeper for use by the Public Works Department.

Written information previously provided to the City Council included the following:

Intermountain Sweeper submitted a proposal to the Public Works Department. The proposal qualifies under the provisions of the West Valley City Procurement Code 5-3-110, Procurement to Meet Existing Needs. The code allows the procurement of matching equipment when it is beneficial to operations and maintenance. The Fleet Manager and Operations Managers have negotiated the best price available.

Street sweepers are high maintenance vehicles. The current policy of replacing sweepers every four years has proven economical by avoiding high repair costs and recouping high trade-in values for the old sweepers. The street sweeper being replaced is a 2011 Tymco 600.

The Public Works Department has used Tymco sweepers for many years, and has been pleased with the equipment performance, and the customer service received from Intermountain Sweeper, the local Tymco vendor.

Approve the purchase of the Tymco 600 Sweeper, with a 2011 Tymco 600 Sweeper as a trade-in. Cost of the new sweeper is \$245,100 minus the trade-in value of \$81,000, with the net purchase cost at \$164,100.

Mayor Bigelow asked how the value and trade in value compare to previous years. Russ replied they have both increased. Mayor Bigelow indicated he is concerned about the increased cost over time. Russ stated that the 4 year rotation helps eliminate expensive maintenance costs. Councilmember Buhler asked how many of these units the City owns. Russ replied 4. Councilmember Lang asked how many miles the units acquire before they are traded in. Russ replied typically around 25 miles a day over the span of 4 years. He indicated that they don't move fast or cover a lot of ground but the sweepers wear out quickly.

Upon inquiry by Mayor Bigelow, the Council had no further questions or concerns.

The City Council will consider proposed Resolution No. 16-114 at the Regular Council Meeting scheduled July 26, 2016, at 6:30 P.M.

MINUTES OF COUNCIL STUDY MEETING – JULY 19, 2016

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8. RESOLUTION NO. 16-115, AWARD A CONTRACT TO STAKER PARSON COMPANIES FOR THE 2016 ASPHALT OVERLAY PROJECT

Public Works Director, Russ Willardson, discussed proposed Resolution No. 16-115 that would award a contract to Staker Parson Companies for the 2016 Asphalt Overlay Project.

Written information previously provided to the City Council included the following:

The lowest responsible bid was received by Staker Parson Companies in the amount of \$1,741,286.81.

Bids were opened for the project on July 6, 2016. A total of three (3) bids were received. The project includes the construction of asphalt pavement rotomill and overlay, and other miscellaneous road and infrastructure repairs.

Work will be performed on the following streets within the city:

3000 W -- 3835 South to End of Cul-de-sac
3100 South -- 2700 West to Decker Lake Drive
3425 West -- 4400 South to Meadow Brook Drive
Hopi Dr -- Meadow Brook Drive to 4100 South
3740 West -- 4700 South to End of Cul-de-sac
3800 South -- 2700 West to Redwood Road
4400 South -- 3600 West to 3200 West
4565 West -- Manhattan Drive to 3650 South
4525 West -- 4565 West to 3650 South
6400 West -- 3100 South to Parkway Blvd
Brians Way (3420 W) -- Crestfield Drive to 4400 South
Dartmouth Drive (4520 W) -- 4700 South to Utah & Salt Lake Canal
West Point Drive -- 4800 West to Dartmouth Drive
Frontage Road -- 3600 West to 3200 West
Sunnyvale Drive -- Volta Ave to 4400 West
Thayn Drive (3935 S) -- 4800 West to 4400 West
Westshire Drive -- 2700 West to 3800 South

An overview of the capital improvements plan can be found at <https://wvc-ut.maps.arcgis.com/apps/webappviewer/index.html?id=a49389a9429a4b1a9412d627d0bc47e1>

Mayor Bigelow clarified that current funding will be efficient to cover this cost. Russ replied yes and indicated that unit costs are similar to previous years but there is more work being conducted this year.

Upon inquiry by Mayor Bigelow, the Council had no further questions or concerns.

MINUTES OF COUNCIL STUDY MEETING – JULY 19, 2016

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The City Council will consider proposed Resolution No. 16-115 at the Regular Council Meeting scheduled July 26, 2016, at 6:30 P.M.

9. **CONSENT AGENDA SCHEDULED JULY 26, 2016**

A. **RESOLUTION NO. 16-116, AUTHORIZE THE CITY TO ACCEPT A NON-EXCLUSIVE SEWER EASEMENT WITH KEARNS IMPROVEMENT DISTRICT AND A GRANT OF TEMPORARY CONSTRUCTION EASEMENT TO RALPH L. WADSWORTH CONSTRUCTION FOR PROPERTY LOCATED AT APPROXIMATELY 6342 WEST 5400 SOUTH**

Mayor Bigelow discussed proposed Resolution No. 16-116 that would authorize the City to accept a Non-Exclusive Sewer Easement with Kearns Improvement District and a Grant of Temporary Construction Easement to Ralph L. Wadsworth Construction for property located at approximately 6342 West 5400 South.

Written information previously provided to the City Council included the following:

UDOT's Mountain View Corridor construction necessitates the relocation of an existing sewer line, in conflict with the new roadway. Due to the depth of the sewer, the original alignment proposed by UDOT would conflict with existing traffic signal equipment on the corner of 5400 South and Mountain View Corridor. UDOT's contractor proposed realigning the sewer through the southwest corner of property owned by West Valley City and used for parking at the USANA Amphitheater. The Grant of Temporary Construction Easement will give UDOT's contractor authority to construct the sewer through the corner of the city property. The Non-Exclusive Sewer Easement will allow Kearns Improvement District to maintain their sewer through the city property. UDOT's contractor has coordinated with Pristine Alpine Entertainment (United Concerts) for the safety and security of the site during parked events. Pristine Alpine Entertainment, LLC will also sign as a grantor on the Grant of Temporary Construction Easement.

B. **RESOLUTION NO. 16-117, RATIFY THE CITY MANAGER'S APPOINTMENT OF MATT MCPHERSON TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING JULY 26, 2016 AND ENDING JULY 1, 2018**

Mayor Bigelow discussed proposed Resolution No. 16-117 that would ratify the City Manager's appointment of Matt McPherson to the Professional Standards Review Board for a term commencing July 26, 2016 and ending July 1, 2018.

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Written information previously provided to the City Council included the following:

This resolution appoints Matt MacPherson as a member of the Professional Standards Review Board for a two year term commencing on July 26, 2016 and ending on July 1, 2018.

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

C. **RESOLUTION NO. 16-118, RATIFY THE CITY MANAGER'S APPOINTMENT OF JOHN O'DONNELL TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING JULY 26, 2016 AND ENDING JULY 1, 2018**

Mayor Bigelow discussed proposed Resolution No. 16-118 that would ratify the City Manager's appointment of John O'Donnell to the Professional Standards Review Board for a term commencing July 26, 2016 and ending July 1, 2018.

Written information previously provided to the City Council included the following:

This resolution appoints John O'Donnell as a member of the Professional Standards Review Board for a two year term commencing on July 26, 2016 and ending on July 1, 2018.

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

The City Council will consider proposed Resolution Nos. 16-116, 16-117, and 16-118 at the Regular Council Meeting scheduled July 26, 2016, at 6:30 P.M.

10. **COMMUNICATIONS**

A. **BUDGET UPDATE**

Acting City Manager, Paul Isaac, indicated that there were no additional budget updates. He stated that a document was provided in the Council packet (see attached) that was discussed during last week's meeting.

B. **TRANSPORTATION LEGISLATION**

Nicole Cottle, Assistant City Manager/CED Director, stated that the City has met with multiple parties and formal action was taken to ensure expectations of the

MINUTES OF COUNCIL STUDY MEETING – JULY 19, 2016

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Counties and Cities are met. She indicated that the City is hoping to maintain a 17.5-18% gas tax. Nicole stated that UDOT has been asked not to disburse gas tax until issues are figured out and added that there will likely be a special session to resolve the issue in the near future. Councilmember Buhler asked how many disbursements the City receives each year. Nicole replied 6. Members of the City Council thanked staff for being aware of the problem and preparing for it and discussed the potential problems that could have occurred.

C. **COUNCIL UPDATE**

Mayor Bigelow referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events.

Councilmember Buhler asked when the Neighborhood Night Out list will be distributed. Sam Johnson, PR Director, replied within the next week and explained that the block parties begin August 2. Mayor Bigelow asked if there is only one night for the parties to occur. Sam replied that there is a designated night (August 2) but indicated that the City is happy to accommodate the needs of various neighborhoods.

11. **NEW BUSINESS**

A. **POTENTIAL FUTURE AGENDA ITEMS**

City Recorder, Nichole Camac, discussed the Lights On Proclamation that promotes after school programs. She stated the request came from American Preparatory Academy. The Council agreed to read the Proclamation and Mayor Bigelow requested that more information with specific West Valley City statistics be provided.

Councilmember Christensen suggested that a long time member of the Sister City Committee receive an Essential Piece Award for her dedication and work for the City. Members of the City Council agreed and Councilmember Christensen indicated he would write a nomination.

Paul Isaac stated that there was an arson fire that occurred in the City and the store owner lost many valuable dragon costumes. He suggested the Sister City Committee reach out and see if any help can be provided.

B. **COUNCIL REPORTS**

COUNCILMEMBER STEVE VINCENT- ARTS COUNCIL PLAY

Councilmember Steve Vincent stated that the Arts Council play, Chitty Chitty Bang Bang, will be presented in a few weeks. He encouraged the Council to get the word out and indicated tickets will be available soon.

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COUNCILMEMBER DON CHRISTENSEN- SUMMER CONCERT SERIES

Councilmember Don Christensen stated that he attended the opening summer concert series. Mayor Bigelow stated he also attended and indicated there was a good amount of people in attendance.

MAYOR RON BIGELOW- STOP LIGHTS AND COMCAST LINE

Mayor Bigelow stated that there are multiple issues he has heard of relating to stoplights. He indicated he will give the complete list to Russ Willardson to have them looked at. Mayor Bigelow also stated that residents have complained about a temporary Comcast line that has been in a gutter for two years and is causing safety hazards. Russ stated that he will look into this as well.

TOM HUYNH- NOISE CONCERNS IN CHESTERFIELD

Councilmember Tom Huynh stated that he receives multiple complaints about live music and loud parties occurring in the Chesterfield neighborhood. He indicated that he contacted the Chief but he feels the noise ordinance needs to be enforced by the County as well. Chief Russo stated that this is an ongoing issue and is becoming a greater priority for the department.

12. MOTION FOR EXECUTIVE SESSION

Councilmember Christensen moved to adjourn and reconvene in an Executive Session for discussion of disposition of real property. Councilmember Vincent seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING OF TUESDAY JULY 19, 2016 WAS ADJOURNED AT 5:48 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, July 19, 2016.

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Nichole Camac
City Recorder

THE WEST VALLEY CITY COUNCIL RECONVENED IN EXECUTIVE SESSION ON TUESDAY, JULY 19, 2016, AT 5:52 P.M., IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Steve Vincent, Councilmember District 4

ABSENT:

Lars Nordfelt, Councilmember At-Large

STAFF PRESENT:

Paul Isaac, Acting City Manager/ HR Director
Nichole Camac, City Recorder

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Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
Mark Nord, CED Department
Freya Johnson, CED Department
Steve Pastorik, CED Department
Jake Arslanian, Public Works Department

The City Council discussed disposition of real property.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE EXECUTIVE SESSION OF JULY 19, 2016, WAS ADJOURNED AT 6:09 P.M. BY MAYOR BIGELOW.

Nichole Camac,
City Recorder

2016 COUNCIL NEW HIRES

APRIL 19 - JULY 19

Administration

Liliana	Solis	Court Clerk
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Fire

Cole	Fessler	Fire Prevention Specialist
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Police

Deanne	Flandro	Support Services Clerk
Rory	Mcdonough	Intelligence Analyst
Oscar	Deleon-Palencia	Police Officer
Phillip	Wright	Police Officer
Sterling	Kimber	Police Officer
Derek	Boyle	Police Officer
Jonathan	Dean	Police Officer
Jason	Frampton	Police Officer
Daniel	Wiseman	Police Officer
Drew	Babcock	Police Officer
Trace	Cox	Police Officer
Alexa	Baty	Police Officer
Mark	Duffin	Police Officer
David	Allen	Police Officer
Riley	Mauch	Police Officer

Legal

Candace	Hansen	Legal Secretary
David	Jaynes	Attorney I

Parks & Recreation

Robert	Spencer	Mowing Crew Leader I
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Public Works

Levi	Martinez	Transportation Tech II
Austin	Davis	Operator I
Evelyn	Franco	Public Works Clerk I
Kanavale	Uluave	Operator I
Cadence	Quinn	Operator I

Community Development

Jonathan	Springmeyer	Business Development Manager
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The Regular Meeting of the West Valley City Council will be held on Tuesday, July 26, 2016, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted July 21, 2016 at 12:00 PM

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Steve Vincent
4. Special Recognitions
5. Approval of Minutes:
 - A. July 19, 2016
6. Awards, Ceremonies and Proclamations:
 - A. Proclamation Declaring August 2016 as "Neighborhood Nights" Month and August 2, 2016 as "National Night Out 2016" in West Valley City
7. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period.

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

- A. Public Comments
 - B. City Manager Comments
 - C. City Council Comments
8. Resolutions:
- A. 16-107: Approve the Purchase of EMC Data Backup System (Continued from the July 5, 2016 City Council Regular Meeting)
 - B. 16-112: Authorize the City to Enter into Property Schedule No. 6 of the Master Tax-Exempt Lease/Purchase Agreement with US Bancorp Government Leasing and Financing, Inc. with Respect to a Lease for the Purchase and Replacement of Data Processing Equipment
 - C. 16-113: Authorize the Execution of a Sales Contract between West Valley City and Cloud Sherpas for Hosted Google Apps, E-Mail, and Google Drive Storage
 - D. 16-114: Authorize West Valley City to Purchase a Tymco 600 Sweeper from Intermountain Sweeper for Use by the Public Works Department
 - E. 16-115: Award a Contract to Staker Parson Companies for the 2016 Asphalt Overlay Project
9. Consent Agenda:
- A. Reso 16-116: Authorize the City to Accept a Non-Exclusive Sewer Easement with Kearns Improvement District and a Grant of Temporary Construction Easement to Ralph L. Wadsworth Construction for Property Located at Approximately 6342 West 5400 South

- B. Reso 16-117: Ratify the City Manager's Appointment of Matt McPherson to the Professional Standards Review Board for a Term Commencing July 26, 2016 and Ending July 1, 2018
 - C. Reso 16-118: Ratify the City Manager's Appointment of John O'Donnell to the Professional Standards Review Board for a Term Commencing July 26, 2016 and Ending July 1, 2018
10. New Business:
- A. Reso. 16-119: Award a Contract to Morgan Pavement for the 2016 Asphalt Polymer Treatment Project
11. Motion for Executive Session
12. Adjourn



A Special Regular Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, July 26, 2016, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted July 21, 2016, 12:00 PM

A G E N D A

1. Call to Order- Chair Steve Buhler
2. Roll Call
3. Resolutions:
 - A. 16-12: Approve an Asset Management Agreement with West Valley Hotel Holdings, LLC for the Embassy Suites Hotel
 - B. 16-13: Approve an Option for the Purchase of Real Estate Agreement with West Valley Hotel Holdings, LLC for the Embassy Suites Hotel
4. Adjourn

Item: _____

Fiscal Impact: _____

Funding Source: _____

Account #: _____

Budget Opening Required: ☐

ISSUE:

A resolution authorizing the Redevelopment Agency of West Valley City to enter into an Asset Management Agreement for the Embassy Suites Hotel.

SYNOPSIS:

This resolution authorizes the RDA to enter into an Asset Management Agreement with West Valley Hotel Holdings, LLC to manage the Embassy Suites Hotel located in West Valley City, Salt Lake County, Utah.

BACKGROUND:

As part of the redevelopment of Fairbourne Station, the RDA acquired an Embassy Suites Hotel, located in West Valley City, Salt Lake County, Utah. To further develop business opportunities at the Hotel, this resolution will authorize the RDA to enter into an Asset Management Agreement for the Hotel, wherein West Valley Hotel Holdings, LLC will develop the Hotel's amenities and otherwise manage the Hotel operations in cooperation with Western States Lodging & Management, II, L.C.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

Mark Nord,
Director of the Redevelopment Agency

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ASSET MANAGEMENT AGREEMENT WITH WEST VALLEY HOTEL HOLDINGS, LLC, FOR THE EMBASSY SUITES HOTEL.

WHEREAS, the Redevelopment Agency of West Valley City (hereinafter the “Agency”) owns an Embassy Suites Hotel (hereinafter the “Hotel”) located at 3524 South Market Street, in West Valley City, and has entered into franchise agreements in conjunction therewith; and

WHEREAS, the Agency has engaged the property management services of Western States Lodging & Management II, L.C., for the Hotel’s day-to-day operations; and

WHEREAS, the Agency desires to engage the services of an asset manager for the Hotel to further develop business opportunities and West Valley Hotel Holdings, LLC, has the requisite experience, knowledge, and expertise to develop those opportunities; and

WHEREAS, an agreement has been prepared for execution by and between the Agency and West Valley Hotel Holdings, LLC, a copy of which is attached hereto and entitled “Asset Management Agreement” (herein the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties thereto; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Chief Executive Officer is hereby authorized to execute said Agreement for and in behalf of the Agency, subject to approval of the final form of the Agreement by the Chief Executive Officer and the City Attorney’s Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2016.

REDEVELOPMENT AGENCY
OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY

ASSET MANAGEMENT AGREEMENT

Embassy Suites Hotel West Valley City, Utah

THIS ASSET MANAGEMENT AGREEMENT (the “**Agreement**”) is executed as of the ____ day of August, 2016, by and between the REDEVELOPMENT AGENCY OF WEST VALLEY CITY, a public body and governmental entity (the “**Owner**”) organized under the laws of the State of Utah (the “**State**”), exercising its functions and powers under the former Utah Neighborhood Development Act and Utah Redevelopment Agencies Act and the existing Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act (the “**Act**”) or any replacement act, including any successor public agency designated by or pursuant to applicable law; and WEST VALLEY HOTEL HOLDINGS, LLC, a Utah Limited Liability Company, (“**Asset Manager**”). (The Owner and Asset Manager are referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**.”)

RECITALS:

A. Owner owns an Embassy Suites hotel facility located at 3524 South Market Street, West Valley City, Utah, and containing approximately 162 hotel suites, common area lobbies, a restaurant, meeting rooms, administrative offices, and certain other amenities and related facilities (the “**Hotel**”).

B. Owner has engaged the property management services of Western States Lodging & Management II, L.C. (the “**Hotel Manager**”) for the Hotel’s day-to-day operations pursuant to that certain Professional Services Agreement for Hotel Management Services (the “**Property Management Agreement**”), a copy of which has been provided to Asset Manager.

C. Owner has previously entered into franchise agreements with Embassy Suites Franchise LLC (“**Embassy Suites**”), and with Shula’s Steakhouses, LLLP (“**Shula’s**”), respectively as franchisors (collectively, the “**Franchise Agreements**”).

D. Owner desires to further develop business opportunities at the Hotel and Asset Manager has the requisite experience, knowledge, and expertise to develop those opportunities.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner and Asset Manager agree as follows:

ARTICLE I

DEFINITION OF TERMS

1.01 **Definition of Terms**

The following terms when used in the Agreement shall have the meanings indicated:

- A. “Agreement” shall mean this Asset Management Agreement between Owner and Asset Manager.
- B. “Effective Date” shall mean the date set forth in the preamble.
- C. “FF&E” shall mean furniture, furnishings, fixtures, vehicles, carpeting and equipment, including front desk and back-of-the house computer equipment, but shall not include fixed asset supplies or any computer software of any type (including upgrades and replacements) owned by Asset Manager, an Affiliate of Asset Manager, or the licensor of any of them.
- D. “Franchise Agreements” shall mean any agreements to operate a franchise on or at the Hotel premises, including but not limited to agreements between the Owner and Embassy Suites or Shula’s.
- E. “Franchisors” shall mean Embassy Suites Franchise LLC and/or Shula’s Steak Houses, LLLP, and/or their affiliates, successors, or assigns as applicable.
- F. “Hotel” shall mean the real property located at 3524 S. Market St., West Valley City, Utah and all other improvements constructed or to be constructed on the property pursuant to this Agreement, all Trade Property installed or located on the property or in the building, and all easements or other appurtenant rights thereto.
- G. “Hotel Franchisor” shall mean Embassy Suites Franchise LLC and its affiliates, successors, or assigns as applicable.
- H. “Legal Requirements” shall mean all applicable laws, ordinances, statutes, rules, and regulations to Asset Manager’s performance under this Agreement.
- I. “Net Revenue” shall mean the Hotel’s operational revenue after property management expenses as calculated and disbursed to Asset Manager by Hotel Manager.
- J. “Owner” shall mean the Redevelopment Agency of West Valley City or any successor or assign thereof.

- K. “Trade Property” shall mean the FF&E, Operating Equipment and Inventory of the Hotel.

ARTICLE II

APPOINTMENT & OBLIGATIONS OF ASSET MANAGER

2.01 Appointment

Owner hereby appoints and employs Asset Manager as Owner’s exclusive agent to supervise, direct and control the development and management of the Hotel throughout the Term, subject to the Property Management Agreement. Asset Manager accepts said appointment in accordance with the terms and conditions of this Agreement and in accordance with the Franchise Agreements entered into by Owner with Franchisors, which terms and conditions shall be binding on Asset Manager, in accordance with this Agreement. The performance of all activities by Asset Manager under this Agreement shall be for the account of Owner.

2.02 Asset Manager’s Duties and Obligations

Subject to the review and approval process set forth in Article III, below, Asset Manager shall perform the following services at the Hotel:

- A. **Business Development Services.** Asset Manager shall analyze and implement opportunities for growth in the Hotel’s business operations, such as: (a) Shula Steakhouse and successor restaurants in the Hotel; (b) the Hotel’s banquet and catering operations; and (c) the Hotel’s suite occupancy and reservation sales.
- B. **Strategic Management of Operations.** Asset Manager shall analyze and implement strategies to improve the profitability of Hotel operations and to create long-term value in the Hotel.
- C. **Revenue Management/Debt Service.** Asset Manager shall be entitled to collect and receive all of the Hotel’s Net Revenue and shall be responsible for maintaining accounting records. Asset Manager shall pay the Hotel’s monthly debt service in accordance with the terms set forth in Article IV, below.
- D. **Construction of Improvements.** Asset Manager shall be responsible for the construction of all approved improvements at the Hotel. Asset Manager shall comply with all of the provisions set forth in Article V for construction. Asset Manager shall be financially responsible for, and pay for all costs associated with the construction of improvements at the Hotel.
- E. **Hotel Tenants.** Asset Manager shall recruit and obtain, where beneficial to Hotel operations, additional tenants in the Hotel. Owner’s prior written approval of the tenant, the agreement, and the space contemplated for occupation is required.

2.03 **Approval of Franchisors**

In light of the Owner's Franchise Agreements with Embassy Suites and Shula's, the parties recognize and agree that the terms of this Agreement, and the Asset Manager's management of the Hotel, are conditioned upon the consent of Embassy Suites, with respect to the Hotel, and the consent of Shula's, with respect to the restaurant located in the Hotel. The Owner and Asset Manager agree to cooperate and work in good faith to obtain all necessary consents and approvals of Embassy Suites and Shula's as required under the existing Franchise Agreements. If such consents and approvals are not received by the Owner and the Asset Manager within one hundred and eighty (180) days after the date of this Agreement, the Asset Manager shall have the right to terminate this Agreement.

2.04 **Asset Management Fee**

In consideration for the services to be provided hereunder by Asset Manager, the Asset Manager shall receive an Asset Management Fee equal to three percent (3%) of the gross revenue generated by the Embassy Suites Hotel and the associated restaurant (the "**Asset Management Fee**"). The Asset Management Fee shall be payable monthly, on the 15th day of the month following the month in which it is earned. For the avoidance of doubt, the Asset Management Fee shall be in addition to the management fees payable to Hotel Manager under the Property Management Agreement.

2.05 **Property Taxes**

The parties contemplate that, due to the Owner's continued ownership of the Property, that no property tax or other taxes will be assessed against the Property throughout the term of this Agreement. However, in the unlikely event that any such real property taxes or other taxes are assessed against the Property, the Owner hereby agrees to pay the same, and to indemnify and hold the Asset Manager harmless from and against any and all costs and expenses incurred by Asset Manager as a result of the assessment of real property taxes or other taxes against the Property throughout the term of this Agreement.

2.06 **Hotel Rent Concessions**

Prior to the Effective Date, the Owner shall disclose to Asset Manager any and all hotel rent concessions currently in place during Owner's ownership of the Hotel, and Asset Manager shall have the right to continue or to discontinue such concession programs, in the sole and absolute discretion of the Asset Manager.

ARTICLE III

REVIEW AND APPROVAL PROCESS

3.01 Review Process

Prior to the implementation of any business development strategy or improvement that materially affects Hotel operations or that includes any construction, alteration or modification of the Hotel, Asset Manager shall present the following information to Owner for Owner's review and approval:

- A. **Market Analysis.** Asset Manager shall prepare and submit, or have prepared by a recognized professional in the industry and submit, a market analysis of the proposed strategy or improvement. The analysis shall include verifiable data of current market conditions related to the strategy or improvement and projected costs, projected revenue, and projected long-term value created by the strategy or improvement.
- B. **Marketing Package.** Asset Manager shall submit a marketing package for the strategy or improvement detailing proposed marketing plans.
- C. **Improvement Designs.** For all strategies or improvements that require construction, alteration, or modification of the Hotel, Asset Manager shall submit all designs, plans, and specifications.
- D. **Approvals.** Asset Manager shall submit any and all Franchisor requirements to Owner. If Owner approves, Hotel Manager shall submit to Franchisor. Hotel Manager shall be the sole contact with Franchisor for all compliance and payment issues.

3.02 Approval by Owner

Owner shall have Thirty (30) days to review the information required by Section 3.01 submitted by Asset Manager as of the date of submittal. If Owner does not formally approve, in writing, Asset Manager's submittals at the expiration of the Thirty (30) day period, Asset Manager's submittals shall be deemed approved by Owner. Owner shall not unreasonably condition or deny Asset Manager's proposals and Asset Manager's proposals shall be approved if Asset Manager can reasonably project an increase in the Hotel's profitability and/or the creation of long-term value through implementation of its proposal. Otherwise, Owner shall timely provide Asset Manager with written notice that the submittals are not approved by Owner. Asset Manager shall take no action with respect to the implementation of improvements set forth in the submittals without the consent of the Owner pursuant to the terms of this Section 3.02.

ARTICLE IV

DEBT SERVICE

4.01 **Hotel Debt Service**

The Hotel was financed through a loan that is memorialized by that certain Senior Secured Note dated October 19, 2011 in the original principal sum of \$33,063,000, payable by the Owner and secured by the Hotel (the “**Note**”), which Note is secured by that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated October 19, 2011 (the “**Deed of Trust**”). The Note requires monthly debt service payments in the amounts set forth in the Note (the “**Debt Service Payments**”).

4.02 **Debt Service Payments During the First Three Years**

During the Term of this Agreement, the Hotel Manager shall collect all Hotel revenue and shall pay all Hotel expenses, in accordance with an approved budget, and in accordance with the terms of the Property Management Agreement. If there are insufficient funds, after the payment of all Hotel expenses, to pay the monthly Debt Service Payments during the first three (3) years after the Effective Date of this Agreement, the Owner hereby agrees to pay any shortfall up to a maximum amount of Two Million Dollars (\$2,000,000) so that the Debt Service Payments are paid in full and on time. Owner shall not be responsible for any shortfall in the Debt Service Payments and Asset Manager shall, as set forth in Section 4.03, be responsible for Debt Service Payments after the expiration of the date that is three (3) years after the Effective Date of this Agreement or after Owner has paid the maximum amount of Two Million Dollars (\$2,000,000), whichever occurs first. The Asset Manager shall cause the Hotel Manager to provide the Owner with notice, at least fourteen (14) days before the monthly Debt Service Payment is due, of the amount of any shortfall, and Owner shall pay such shortfall amount to Hotel Manager in sufficient time for Hotel Manager to timely make the monthly Debt Service Payment. If, during the first three (3) years of this Agreement, there is sufficient Hotel revenue to pay all Hotel expenses and the monthly Debt Service Payment, any excess Net Revenue shall be paid to the Asset Manager.

4.03 **Debt Service Payments After Three Years Or Two Million Dollars**

After the date that is three (3) years after the Effective Date of this Agreement or after the Owner has paid the maximum amount of Two Million Dollars (\$2,000,000), whichever occurs first, the Asset Manager shall be responsible for, and shall pay each and every Debt Service Payment of the Hotel for the remaining Term of this Agreement. Asset Manager shall be solely responsible, at its cost and expense, for any and all operating losses resulting from its performance under this Agreement, and nothing in this Agreement shall be construed to obligate the Owner to pay Asset Manager for any such operating losses or Debt Service Payment (except as otherwise provided in Section 4.02 above). In no event shall any Debt Service Payment made

by Asset Manager constitute equity in the Hotel. To the extent that the Hotel generates Net Revenue during the Term of this Agreement, all such Net Revenue shall be paid to Asset Manager.

4.04 **Subordination to Loan Documents**

If required by the lender who holds the Deed of Trust (the “**Lender**”), the Owner and Asset Manager shall execute and deliver a subordination of this Agreement to the Lender’s Deed of Trust such that the Deed of Trust continues to be a first lien against the Property, and the Asset Manager’s rights hereunder shall be expressly subordinated to the first lien of the Deed of Trust.

ARTICLE V

CONSTRUCTION OF IMPROVEMENTS

5.01 **Ownership of Improvements and Trade Property**

Any and all improvements and Trade Property constructed, provided, or paid for by Asset Manager related to Hotel operations shall be the property of the Owner. In addition, pursuant to the terms of the Property Management Agreement, all such improvements and Trade Property shall be included within the scope of the Property Management Agreement.

5.02 **Liens and Trade Property**

- A. **Liens.** Nothing contained in this Agreement shall be construed as constituting the consent or request of the Owner, express or implied, to or for the performance by any contractor, laborer, materialmen or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Hotel or any part thereof. During the Term, the Owner will not be liable for any labor, services or materials furnished or to be furnished to Asset Manager. Asset Manager shall not allow, and shall be responsible for removing and/or resolving any mechanics’ or other liens filed against the Hotel for any such labor, services or materials provided for the Hotel. In addition, Asset Manager shall provide Owner with all appropriate and requested releases related to the performance of any contractor, laborer, materialmen or vendor of any labor, products or services at or in the Hotel.
- B. **Trade Property.** Asset Manager shall not create, incur or allow to exist any security interest, encumbrance or claim on or with respect to the Trade Property. Asset Manager shall use the Trade Property for the Hotel purposes only. Asset Manager shall maintain and keep the Trade Property in clean and good repair at all times during the Term. Asset Manager shall not have any rights in or to the Trade Property

and shall not remove the Trade Property from the Hotel during the Term of this Agreement or thereafter.

5.03 **Compliance and Standard**

All construction shall be commenced and completed in a good, workmanlike manner, in accordance with industry standards, Franchise Agreements, and Legal Requirements, including, without limitation, the ADA and the ADAAG, as well as any and all applicable environmental laws, rules and regulations.

5.04. **Owner's Right to Inspect**

Owner shall have the right, at all reasonable times and after reasonable notice to the Asset Manager, to inspect all construction activities at the Hotel to ensure that the improvements, alterations, or modifications are being constructed in accordance with Owner's approval as set forth in Article III.

5.05 **Insurance**

Asset Manager shall insure all construction and materials in a form and amount approved by the Owner. Asset Manager shall not commence construction prior to furnishing proof of approved insurance to Owner.

5.06 **Indemnification**

Asset Manager agrees to indemnify, defend and hold the Owner and Owner's agents, employees, representatives, assigns, directors and officials harmless from and against damages and expenses, including reasonable court costs and attorney's fees, by reason of liability imposed against the Owner or for any claim made against the Owner, for damages because of bodily injury, death, and/or property damage, including any and all violations of environmental laws, rules, and regulations, resulting from the Asset Manager's construction activities and access to the Hotel. The indemnification required by this Section shall survive the termination or expiration of this Agreement.

5.07 **Change of Restaurant**

Asset Manager shall make a good faith effort to operate the Shula's Restaurant currently located in the Hotel. If, however, the Asset Manager desires to change such restaurant from a Shula's Restaurant to some other restaurant, the following terms shall apply:

- A. **Less than Three (3) Years.** If Asset Manager desires to change the restaurant from a Shula's Restaurant in less than three (3) years after the Effective Date, Asset Manager

shall first obtain the written consent of the Owner to make such change, which consent shall not be unreasonably withheld. If Owner approves the change, Asset Manager shall be solely liable for payment of any and all fees, costs or damages payable to Shula's under the Shula's Franchise Agreement.

- B. **Three (3) Years.** If Asset Manager desires to change the restaurant from a Shula's Restaurant in three (3) years after the Effective Date, any sums remaining from the Two Million Dollars (\$2,000,000) referenced in Section 4.02, above (which sums were payable by the Owner for debt service purposes) shall be applied to the payment of any fees, costs or damages payable to Shula's under the Shula's Franchise Agreement, with any shortfall payable by Asset Manager.
- C. **After Three (3) Years.** If Asset Manager desires to change the restaurant from a Shula's Restaurant more than three (3) years after the Effective Date, Asset Manager may change the restaurant without the written consent of the Owner. In such event, the Asset Manager shall be solely liable for payment of any and all fees, costs or damages payable to Shula's under the Shula's Franchise Agreement.

ARTICLE VI

TERM AND TERMINATION

6.01 Term

The Term of this Agreement shall commence on the Effective Date and continue for Fifteen (15) years (the "**Term**"), unless terminated in accordance with Section 6.02.

6.02 Termination

Owner and Asset Manager may terminate this Agreement, by mutual consent, prior to the end of the Term. Owner and Asset Manager may include in such agreement to terminate any financial terms or other provisions as consideration for the early termination of this Agreement. Owner may terminate this Agreement for an Event of Default, as defined in Section 6.03, after the expiration of the Right to Cure, also set forth therein.

6.03 Event of Default and Right to Cure

Each of the following, unless cured within the time periods set forth below or as applicable, shall be deemed to be a default under this Agreement (each, an "Event of Default"):

- A. The failure by Asset Manager to timely pay all Hotel obligations in full, including all costs associated with improvements;

- B. the failure by a Party (the “Defaulting Party”) to perform, keep or fulfill any condition, representation, warranty, covenant, provision, obligation or agreement set forth in this Agreement;
- C. the violation of the Defaulting Party of any condition, representation, warranty, covenant, provision or obligation contained in this Agreement;
- D. the willful or intentional failure of the Defaulting Party to comply with the results of a court order, injunction or any other Legal Requirements; or
- E. if the Hotel falls into a state of disrepair or Asset Manager otherwise commits waste or creates a nuisance.
- F. Asset Manager shall have the Right to Cure an Event of Default within thirty (30) days after receipt of a notice, in writing, from the Owner that an Event of Default has occurred. Asset Manager shall be provided a reasonable time, if the thirty (30) days is not sufficient time, to cure the Event of Default.

6.03 **Failure of Conditions**

Each of the following are conditions to the Asset Manager’s performance of its duties hereunder, and in the event that each condition is not satisfied by the date set forth below, the Asset Manager shall have the right to terminate this Agreement by written notice to the Owner:

- A. Embassy Suites shall have approved the terms of this Agreement, and Asset Manager’s role in the management of the Embassy Suites Hotel by January 15, 2017.
- B. Embassy Suites shall have approved the plans and specifications relating to the hotel improvements involved in connection with the establishment of a hotel event center at the Hotel or restaurant renovation, as more fully set forth in the Option Agreement, of even date herewith. Such approval of plans and specifications shall have been received by August 1, 2017.
- C. If requested by Asset Manager, Embassy Suites shall have approved a change of the restaurant from Shula’s to some other restaurant, which consent and approval shall have occurred not later than August 1, 2017.

ARTICLE VII

ACCOUNTING RECORDS, OWNER’S RIGHT TO INSPECT/AUDIT

7.01 Asset Manager shall keep and maintain all Hotel books and records in accordance with Generally Accepted Accounting Principles (“GAAP”), or other accounting principles

acceptable to Owner; and the Owner shall have the right to inspect and audit all Hotel books and records after providing Asset Manager with Forty-Eight (48) hours prior written notice.

ARTICLE VIII

COORDINATION WITH HOTEL MANAGER

8.01 Asset Manager shall coordinate closely with Hotel Manager and shall not do any act or request that Hotel Manager do any act that conflicts with or is otherwise inconsistent with the Property Management Agreement.

8.02 Throughout the Term of this Agreement, Hotel Manager shall continue to manage the day-to-day operations of the Hotel pursuant to the terms of the Property Management Agreement. Hotel Manager shall collect all Hotel revenue and pay all Hotel expenses, including the Debt Service Payments to the extent that Hotel revenue is sufficient to pay all such expenses. Subject to the provisions of Article IV regarding Debt Service Payments, all Net Revenue for any month during the Term shall be paid to the Asset Manager; and any operational deficiencies (after the first three (3) years of the Term) shall be paid solely by Asset Manager.

ARTICLE IX

MISCELLANEOUS

9.01 Additional Provisions

- A. **Indemnification.** Asset Manager agrees to indemnify, defend, and hold harmless the Owner and Owner's agents, employees, representatives, assigns, directors and officials from any and all claims, demands, loss, damage or expense (including attorney's fees and court costs) that arise out of Asset Manager's performance of this Agreement.
- B. **Compliance with Legal Requirements.** Asset Manager shall comply with all Legal Requirements.
- C. **Compliance with Franchise Agreements.** Asset Manager shall comply with all provisions of the Franchise Agreements.
- D. **No Impositions, Liens or Encumbrances.** Asset Manager shall not allow any imposition, liens or other encumbrance, financial, property, or otherwise, against the Hotel during the Term of this Agreement. Asset Manager shall be solely responsible

for the removal, payment, and resolution of any such imposition, lien, or encumbrance. Asset Manager shall have the right to dispute any such lien, but in such event, the Asset Manager shall bond around the lien in the manner provided by Legal Requirements.

- E. **Governmental Immunity.** The obligations of the Owner in this Agreement are limited by, and subject to, the Utah Governmental Immunity Act, U.C.A. §63G-7-101, et. seq.
- F. **Notices.** Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (A) personally delivered, (B) sent by a nationally recognized overnight courier service for next business day delivery to the recipient at the address below indicated, (C) sent by first-class U.S. mail, prepaid, certified and return receipt requested to the recipient at the address below indicated, or (D) delivered by facsimile or electronic (e.g., pdf or email) transmission which is confirmed in writing by sending a copy of such facsimile or electronic transmission to the recipient thereof pursuant to clause (A), (B) or (C) above.

Either Party may change their addresses for notices hereunder by such Party's giving notice of such changes to the other Party in the manner hereinabove provided.

In the case of a notice or communication to the Owner:

Chief Executive Officer
Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

with a copy to:

West Valley City Attorney
Attorney for the Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

In the case of a notice or communication to Asset Manager:

Dell Loy Hansen
West Valley Hotel Holdings, LLC
595 South Riverwoods Parkway, Suite 400
Logan, Utah 84321

with a copy to:

Robert B. Funk
Wasatch Acquisitions and Capital, Inc.
595 South Riverwoods Parkway, Suite 400
Logan, Utah 84321

- G. **Confidentiality.** All matters set forth in this Agreement are subject to the Government Records Access and Management Act (“**GRAMA**”) (UCA 63G-2-101 et seq.). Asset Manager shall not disclose any information except as approved by Owner and in accordance with GRAMA. In the event that the Owner receives a GRAMA request that relates to any matter set forth in this Agreement, the Owner shall apply UCA 63G-2-305 to any such requested information and, to the extent such information is not deemed to be a protected record pursuant to GRAMA, the Owner shall promptly notify Asset Manager thereof and provide Asset Manager with a copy of the information released.
- H. **Conflict of Interest.** Asset Manager warrants that no Owner employee, official or agent has been retained by Asset Manager to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent or employee of Asset Manager, or to receive a commission, percentage, brokerage or contingent fee or any other form of compensation therefor.
- I. **Attorneys’ Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party shall be entitled to recover reasonable costs and expenses of such litigation from the other Party, including, without limitation, reasonable attorneys’ fees and expenses.
- J. **Force Majeure Events.** In the event that Asset Manager or Owner shall be prevented from the performance of any act required hereunder (other than the payment of money) by Force Majeure, then performance of such act shall be excused for the period of the delay resulting therefrom.
- K. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully integrated agreement between the Parties, and no statement, promise or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
- L. **Construction of Agreement.** This Agreement is the result of the joint efforts and negotiations of the Parties, and no single Party is the author or drafter hereof. All of the Parties assume joint responsibility for the form and position of each and all of the contents of this Agreement, and the Parties agree that this Agreement shall be interpreted as though each of the Parties participated in the composition of this Agreement and each and every part thereof.

- M. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties, and that Asset Manager is an independent contractor, and not an agent, of the Owner. The Owner and Asset Manager hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein, or in any document executed in connection herewith, shall be construed as making the Owner and Asset Manager, as joint venturers or partners.
- N. **Laws to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.
- O. **Amendment.** No amendments, modifications or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.
- P. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.
- Q. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.
- R. **Counterparts/Facsimiles.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Facsimile signatures shall be acceptable as if originals, but each Party agrees to deliver an original signature to the other Party within two (2) business days by reputable courier service.
- S. **Interpretation.** Words of any gender used in this Agreement shall be held and construed to and include any other gender, and words singular shall be held to include the plural, unless the context otherwise requires. The captions or headings used in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing the provisions hereof if any question of intent should arise.
- T. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable,

shall not be affected thereby, and each term and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- U. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective permitted successors and assigns.
- V. **Approval.** Except as otherwise provided in this Agreement, whenever in this Agreement the approval of a Party is required, such approval shall not be unreasonably withheld or delayed.
- W. **Competitive Engagements.** Asset Manager shall not have any proprietary interest or management interest or responsibility in any other Hotel within West Valley City. Notwithstanding the foregoing, if desired by Asset Manager, the Owner shall review proposals for another hotel within West Valley City that is submitted by Asset Manager and shall provide Asset Manager with the proposal requirements at the time of submission.
- X. **Assignment.** Neither Party may assign this Agreement without the express written consent of the other Party.

(Signatures on Next Page)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, on or as of the date first above written.

OWNER:

REDEVELOPMENT AGENCY OF
WEST VALLEY CITY

By: _____

Wayne T. Pyle
Chief Executive Officer

ATTEST:

Secretary

Approved as to form:

Redevelopment Agency Legal Counsel

(Signatures Continued on Next Page)

ASSET MANAGER:

WEST VALLEY HOTEL HOLDINGS,
LLC
A Utah Limited Liability Company

By: _____
Dell Loy Hansen, Manager

State of _____)
:ss
County of _____)

On this _____ day of _____, 20_____, personally
appeared before me _____ *[name of
person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory
evidence, and who affirmed that he/she is the _____ *[title]*, of
West Valley Hotel Holdings, LLC, a limited liability company, by authority of its members or
its articles of organization, and he/she acknowledged to me that said limited liability company
executed the same.

Notary Public

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN OPTION FOR THE PURCHASE OF
REAL ESTATE AGREEMENT WITH WEST VALLEY HOTEL
HOLDINGS, LLC, FOR THE EMBASSY SUITES HOTEL.**

WHEREAS, the Redevelopment Agency of West Valley City (hereinafter the “Agency”) owns an Embassy Suites Hotel (hereinafter the “Hotel”) located at 3524 South Market Street, in West Valley City, and has entered into franchise agreements in conjunction therewith; and

WHEREAS, West Valley Hotel Holdings, LLC, (hereinafter “WVHH”) desires to purchase the Hotel at a financially advantageous time under market conditions; and

WHEREAS, the Agency desires to grant WVHH an option to purchase the Hotel; and

WHEREAS, an agreement has been prepared for execution by and between the Agency and WVHH, a copy of which is attached hereto and entitled “Option For The Purchase of Real Estate” (herein the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties thereto; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Chief Executive Officer is hereby authorized to execute said Agreement for and in behalf of the Agency, subject to approval of the final form of the Agreement by the Chief Executive Officer and the City Attorney’s Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2016.

REDEVELOPMENT AGENCY
OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY

Item: _____

Fiscal Impact: _____

Funding Source: _____

Account #: _____

Budget Opening Required: ☐

ISSUE:

A resolution authorizing the Redevelopment Agency of West Valley City to enter into an Option for the Purchase of Real Estate for the Embassy Suites Hotel.

SYNOPSIS:

This resolution authorizes the RDA to enter into an Option for the Purchase of Real Estate with West Valley Hotel Holdings, LLC., for the Embassy Suites Hotel located in West Valley City, Salt Lake County, Utah.

BACKGROUND:

As part of the redevelopment of Fairbourne Station, the RDA acquired an Embassy Suites Hotel, located in West Valley City, Salt Lake County, Utah. It is proposed that the RDA enter into an Asset Management Agreement for the Hotel with West Valley Hotel Holdings, LLC, along with this Option for the Purchase of Real Estate, which will give West Valley Hotel Holdings, LLC the option to purchase the Hotel.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

Mark Nord,
Director of the Redevelopment Agency

OPTION FOR THE PURCHASE OF REAL ESTATE

THIS OPTION FOR THE PURCHASE OF REAL ESTATE AGREEMENT (this “**Agreement**”) is entered into as of **AUGUST __, 2016** (the “**Effective Date**”), by and between the REDEVELOPMENT AGENCY OF WEST VALLEY CITY, a public body and governmental entity (the “**RDA**”) organized under the laws of the State of Utah (the “**State**”), exercising its functions and powers under the former Utah Neighborhood Development Act and Utah Redevelopment Agencies Act and the existing Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act (the “**Act**”) or any replacement act, including any successor public agency designated by or pursuant to applicable law; and WEST VALLEY HOTEL HOLDINGS, LLC, a Utah Limited Liability Company (“**Buyer**”). (The RDA and Buyer are referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**.”)

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Act, the RDA has undertaken a program for the development and redevelopment of certain areas in Salt Lake County, Utah (the “**County**”) and within the boundaries of West Valley City (the “**City**”), the RDA has established a Redevelopment Area (the “**Project Area**”) known as “**Fairbourne Station**,” and

WHEREAS, in redeveloping Fairbourne Station, the RDA acquired an Embassy Suites Hotel (the “**Hotel**”) located at 3524 South Market Street and more particularly described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the RDA and Buyer have entered into an Asset Management Agreement for the Hotel (the “**Asset Management Agreement**”) wherein Buyer shall further develop the Hotel’s amenities and otherwise manage the Hotel operations in cooperation with Western States Lodging & Management II, L.C. (the “**Manager**”) pursuant to that certain Professional Services Agreement for Hotel Management Services (the “**Hotel Management Agreement**”); and

WHEREAS, Buyer desires to purchase the Hotel at a time that is financially advantageous for Buyer; and

WHEREAS, the RDA, on the basis of the foregoing, is willing to grant Buyer an option to purchase the Hotel in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and performances set forth in this Agreement, the Parties agree as follows:

1. **Exclusive Option to Purchase.** The RDA hereby grants Buyer the exclusive option to purchase the Hotel (the “**Option**”), which Option may be exercised in accordance with the terms and conditions in this Agreement. This Option shall be exclusive to the Buyer until the Option Expiration Date (defined below).

2. **Exercise of Option.** The Buyer must provide the RDA with written notice (“**Exercise Notice**”) of Buyer’s election to exercise the Option on or before the Option Expiration Date stated in Section 3. Upon the Seller’s receipt of the Exercise Notice, the Parties shall proceed with the transfer and conveyance of the Hotel in accordance with the terms of this Agreement. The closing date (the “**Closing Date**”) for the sale of the Hotel to Buyer shall be not later than sixty (60) days after Buyer delivers the Exercise Notice to the RDA.
3. **Option Expiration Date.** The Option to Purchase granted in Section 1 of this Agreement shall expire on August 31, 2031 (the “**Option Expiration Date**”). If the Buyer has not exercised the Option by the Option Expiration Date, the RDA shall be released from all obligations hereunder, and all of Buyer’s rights hereunder, legal or equitable, shall cease.
4. **Option Price.** The price to be paid by the Buyer for the Option is One Million Dollars (\$1,000,000) (the “**Option Price**”) payable as follows:
 - A. **Hotel Amenities.** Buyer shall pay the Option Price by paying the cost of capital improvements to the Hotel relating to the establishment of a hotel event center at the Hotel or improvement of the restaurant located at the Hotel (the “**Improvements**”) in an amount equal to at least \$1,000,000. All Improvements to the Hotel paid for by Buyer shall immediately become property of the RDA, free and clear of all liens and encumbrances of any kind whatsoever.
 - B. **Improvements.** For the purposes of this Agreement, Improvements mean all additions and modifications to the Hotel relating to (1) the establishment of a hotel event center at the Hotel; (2) improvement of the restaurant located at the Hotel; or (3) PIP Expenses in an amount not to exceed One Hundred and Eighty-Four Thousand Dollars (\$184,000). The term “**PIP Expenses**” shall mean those certain expenditures required under the Hotel Franchise Agreement (defined below). Buyer shall construct the Improvements in accordance with the terms and conditions of the Hotel Management Agreement of even date herewith.
 - C. **Embassy Suites Consent.** Pursuant to that certain Franchise License Agreement with Embassy Suites dated June 8, 2011 (the “**Hotel Franchise Agreement**”), Embassy Suites has the right to review and approve the plans and specifications for the Improvements, and Buyer’s obligation to install the Improvements is hereby conditioned upon the receipt of consent and approval by Embassy Suites with respect to the Improvements.
 - D. **Escrow of Option Price.** The parties hereby agree that the Buyer shall place Five Hundred Thousand Dollars (\$500,000) of the Option Price into escrow with North American Title Company (the “**Escrow Agent**”) pursuant to the terms of an escrow agreement (the “**Escrow Agreement**”) on or before the Effective Date. The Escrow Agreement shall provide that the escrowed funds shall be utilized by Buyer in connection with the construction of the Improvements; provided,

however, that if all necessary consents and approvals required under this Agreement or under the Asset Management Agreement of even date herewith are not provided by August __, 2017, and the Buyer elects to terminate this Agreement and the Asset Management Agreement, that the Escrow Agent shall, in such event, refund the escrowed funds to Buyer. If such approvals are received, Buyer shall place the remaining Five Hundred Thousand Dollars (\$500,000) of the Option Price into escrow no later than August __, 2017. Buyer shall have the right to draw upon the funds in escrow to fund the construction of the Improvements.

- E. **Completion of Improvements.** Buyer agrees that all \$1,000,000 of Improvements shall be constructed no later than February 1, 2018. Buyer shall submit documentation evidencing the total cost of the Improvements to the RDA on a monthly basis, and the RDA shall have received documentation evidencing the total \$1,000,000 paid by Buyer on or before March 1, 2018.
- 5. **Hotel Purchase Price.** If the Buyer exercises the Option prior to the Option Expiration Date, the purchase price of the Hotel shall be an amount equal to the remaining balance on that certain Senior Secured Note dated October 19, 2011 in the original principal sum of \$33,063,000, payable by the RDA and secured by the Hotel (the “**Note**”) as well as any pre-payment penalty, including, but not limited to, the make whole provisions of that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated October 19, 2011 (the “**Deed of Trust**”) that secures the Note.
- 6. **Closing Conditions.** Closing on the Buyer’s purchase of the Hotel shall not occur, except pursuant to the following conditions:
 - A. **Due Diligence.** The Buyer shall have forty-five (45) days after the RDA’s receipt of the Option Notice (the “**Due Diligence Period**”) to perform all title inspections, property inspections, and any other due diligence required by Buyer. If the results of the due diligence review are unsatisfactory to Buyer, in Buyer’s sole discretion, the Buyer may send the RDA a notice of election not to proceed to closing, which notice shall be delivered to the RDA on or before the end of the Due Diligence Period, in which event, the Buyer’s exercise of the Option shall be deemed to have terminated, and Buyer shall have no further right to purchase the Hotel.
 - B. **Costs.** The RDA shall pay for a standard owner’s policy and one-half (1/2) of the escrow, recording, and other closing costs. The Buyer shall pay the other half of the escrow, recording, and other closing costs, and any extended coverage or endorsements for the owner’s title policy.
 - C. **Prorations.** All taxes and assessments related to the Hotel shall be prorated at Closing.

- D. **Real Estate Purchase Agreement.** If desired by the RDA or the Buyer, upon the Buyer's exercise of the Option, the Parties shall enter into a Real Estate Purchase Agreement in a form that shall be mutually acceptable to the RDA and the Buyer.
7. **Termination of Option.** If, at any time prior to the expiration of the Option, the Asset Management Agreement is terminated, the Option shall also terminate at that time. The Option shall terminate simultaneously with the termination of the Asset Management Agreement and the Parties shall be released from all obligations herein. However, the RDA shall retain ownership of any and all Improvements as defined herein.
8. **Miscellaneous Provisions.**
- A. **Conflict of Interest.** No official, employee, consultant or agent of the RDA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official, employee, consultant or agent participate in any decision relating to this Agreement that affects the personal interests of such person or the interests of any corporation, partnership or association in which such person is directly or indirectly interested.
- B. **No Personal Liability.** No manager, member, shareholder, director, official, employee, consultant, agent or representative of any Party shall be personally liable to the other Parties or any successor in interest in the event of any default or breach by the first Party for any amount that may become due to the other Parties or their respective successor or on any obligations under the terms of this Agreement.
- C. **Notices.** A notice or communication given under this Agreement by any Party to another Party shall be sufficiently given or delivered if given in writing by personal service, express mail, FedEx, DHL or any other similar form of overnight courier or delivery service, or mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to such other Party as follows:

- (i) In the case of a notice or communication to the RDA:

Chief Executive Officer
Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

with a copy to:

West Valley City Attorney
Attorney for the Redevelopment Agency of West Valley City
3600 Constitution Boulevard

West Valley City, Utah 84119-3027

- (ii) In the case of a notice or communication to Buyer:

Dell Loy Hansen
West Valley Hotel Holdings, LLC
595 South Riverwoods Parkway, Suite 400
Logan, Utah 84321

with a copy to:

Robert B. Funk
Wasatch Acquisitions and Capital, Inc.
595 South Riverwoods Parkway, Suite 400
Logan, Utah 84321

- (iii) Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this Section.

- D. **Recitals.** All recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.
- E. **Headings.** Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- F. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- G. **Attorneys' Fees.** In the event of a default under this Agreement, the defaulting Party agrees to pay all costs incurred by any other Party in enforcing this Agreement, including reasonable attorneys' fees, whether by in-house counsel or outside counsel, and whether incurred through initiation of legal proceedings or otherwise.
- H. **Governing Law and Venue.** This Agreement shall be interpreted and enforced according to the laws of the State. The Parties agree that the appropriate venue for any action related to this Agreement is the Third District Court, Salt Lake County, Utah.

- I. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
- J. **Time.** Time is of the essence of this Agreement.
- K. **Complete Agreement.** This Agreement contains the complete agreement of the Parties, and supersedes all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter hereof. This Agreement may be amended or modified only in writing, executed by both Parties.
- L. **Assignment.** Neither Party may assign this Agreement without the express written consent of the other Party.
- M. **Severability.** If any term of this this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and the provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
- N. **Non-Waiver.** Failure on the part of a Party hereto to complain of any action or non-action on the part of the other Parties hereto, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party hereto to or of any action of the other Parties hereto requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.
- O. **Recording.** This Agreement shall not be recorded in the official records of the County; however, the Buyer may record a memorandum of this Agreement in the official records of the County so long as the RDA has approved the form of such Memorandum.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, on or as of the date first above written.

THE RDA:

REDEVELOPMENT AGENCY OF
WEST VALLEY CITY

By: _____
Wayne T. Pyle
Chief Executive Officer

ATTEST:

Secretary

Approved as to form:

Redevelopment Agency Legal Counsel

[Signatures Continued on Next Page]

WEST VALLEY HOTEL HOLDINGS,
LLC
A Utah Limited Liability Company

State of)
County of)
:SS

Notary Public



WEST VALLEY CITY HOUSING AUTHORITY
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119

LARS NORDFELT, CHAIR
STEVE VINCENT, VICE CHAIR

A Special Meeting of the West Valley City Housing Authority will be held on Tuesday, July 26, 2016, at 6:30 PM, or as soon thereafter as the Redevelopment Agency Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted July 21, 2016, 12:00 PM

A G E N D A

1. Call to Order- Chair Lars Nordfelt
2. Opening Ceremony
3. Roll Call
4. Resolutions:
 - A. 16-08: Authorize the Execution of a Real Estate Purchase Agreement for Property Located at 3107 West Lehman Avenue
5. Adjourn

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

Item: Reinvestment of Funds

Fiscal Impact: \$230,000

Funding Source: U.S. Department of Housing & Urban
Development (HUD)

Account #: _____

Budget Opening Required: ☐

ISSUE:

A resolution authorizing the West Valley City Housing Authority to enter into a Real Estate Purchase Agreement.

SYNOPSIS:

This resolution authorizes the West Valley City Housing Authority to enter into a Real Estate Purchase Agreement to purchase property located at 3107 West Lehman Avenue, in West Valley City, Salt Lake County, for a purchase price of \$230,000.

BACKGROUND:

Pursuant to this resolution, the West Valley Housing Authority will acquire the property and partner with Salt Lake County to redevelop the Valley Fair Apartments.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

Steve Pastorik,
Planning Director

HOUSING AUTHORITY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
REAL ESTATE PURCHASE AGREEMENT FOR PROPERTY
LOCATED AT 3107 WEST LEHMAN AVENUE.**

WHEREAS, the Housing Authority of West Valley City, Utah (the “Authority”) is established to promote the availability of affordable housing within the City; and

WHEREAS, the Authority desires to promote the redevelopment of aging housing stock and to assist in the development of high quality affordable housing in and around the City’s downtown area; and

WHEREAS, the Authority desires to acquire the property located at 3107 West Lehman Avenue to assist in those development and redevelopment efforts; and

WHEREAS, the owner is willing to sell said property to the Authority; and

WHEREAS, a Real Estate Purchase Agreement (the “Agreement”) has been prepared for execution by and between the property owner and the Authority; and

WHEREAS, the Board of Commissioners of the Housing Authority of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to execute the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of West Valley City, Utah that the Agreement is hereby approved, and that the Chairman and Executive Director are hereby authorized to execute said Agreement for and in behalf of the authority, subject to approval of the final form of the Agreement by the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

HOUSING AUTHORITY OF WEST VALLEY
CITY

CHAIRMAN

ATTEST:

SECRETARY

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT, herein the "Agreement," is made and entered into as of the 8th day of July, 2016, by and between Ruben Villalobos, herein the "Seller," and West Valley City Housing Authority, a municipal corporation of the State of Utah, herein the "Buyer."

RECITALS:

- A. The Seller owns a parcel of property located at 3107 West Lehman Avenue, in West Valley City, Salt Lake County, State of Utah, herein the "Property." The Property is more particularly described and depicted on the attached Exhibit "A," which is incorporated herein. For purposes of this Agreement, the term "Property" shall include the Property purchased pursuant to the terms of this Agreement and all of the Seller's right, title, and interest in and to all leases, privileges, rightsofway, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Seller's right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all mineral rights; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property.
- B. The Seller desires to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Seller agree as follows:

AGREEMENT:

1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Seller hereby agrees to effect this purchase and sale transaction through the use of a Warranty Deed, subject only to those title matters which are acceptable to the Buyer.
2. **Purchase Price.**
 - a. Purchase Price. The Purchase Price shall be \$230,000 payable in United States dollars.
 - b. Earnest Money. Within 10 days of the execution of this Agreement by all parties, the Buyer shall pay \$7,500 earnest money into an escrow account with the title

company to be paid to the Seller at Closing. If the Buyer terminates this Agreement for any reason during the 45-day period provided for Property Inspection under section 3.b, the Earnest Money shall be returned to the Buyer.

- c. Balance of Purchase Price. The Buyer shall pay the entire Purchase Price, less the Earnest Money, in cash at the Closing.
3. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied, in the Buyer's sole discretion, prior to the Closing; provided, however, that the Buyer is entitled to waive any of the conditions in writing.
- a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer in its sole discretion. At the Buyer's written request, the Seller shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the Buyer.
 - b. Property Inspections. The Property shall be in a physical condition acceptable to the Buyer, in its sole discretion. The Buyer shall have 45 days from the date of the execution of this Agreement to perform physical inspections of the Property, including, but not limited to: any surveys, soils tests, groundwater tests, environmental tests, and any other tests Buyer determines, at the Buyer's discretion. If the Buyer fails to terminate this Agreement within the 45-day period, the Buyer will be deemed to have accepted the physical condition of the Property.
 - c. Water Rights. The parties agree that all water rights, water shares, or stock owned by the Seller and associated with the property, if any, shall be conveyed to the Buyer.
 - d. Mineral Rights. The sale includes all mineral rights to the Property.
4. **Closing.** The term "Closing" is used in this Agreement to mean the time at which the title company records the Deed in the office of the Salt Lake County Recorder. The Closing shall occur on or before September 1, 2016, unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date.
- a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver payment of the balance of the cash Purchase Price.
 - b. Seller Deliveries. On or before the Closing Date, the Seller shall deliver the following to the Buyer:
 - (i) The duly executed and acknowledged Warranty Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and encumbrances which are unacceptable to the Buyer.
 - (ii) Original copies, as available, of all leases, subleases and contracts relating

upon the Property or into any water systems on or below the surface of the Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations.

The Seller hereby agrees and covenants that the Purchase Price being paid by the Buyer constitutes full and adequate consideration for the Property and rights being acquired by the Buyer. The Seller also agrees and covenants that the sale of the Property is a transaction with the Buyer at arm's length in accordance with the terms and conditions set forth herein this Agreement and that the Seller was not induced, threatened, or otherwise compelled by Buyer to consummate the transaction.

These representations, warranties, and covenants of the Seller shall survive the Closing on the Property.

6. **Brokerage Commissions.** The Buyer is represented by Broker Dee Hansen of the DRH Realty, LLC. The Seller is not represented by a broker or real estate agent in this transaction. The Buyer shall be solely responsible for the payment of the commission to Dee Hansen in this transaction. Further, the Seller hereby indemnifies the Buyer from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Seller. The Buyer hereby indemnifies the Seller from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Buyer.
7. **Additional Acts and Consideration.** Both the Buyer and the Seller agree to execute all other documents and to do such other acts as may be reasonably necessary or proper in order to consummate the transaction contemplated by this Agreement.
8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by telecopy (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Seller:

Ruben Villalobos

If to the Buyer:

Mark Nord
RDA Director

The Seller shall furnish to the Buyer sufficient information to enable the Buyer and the Seller to make the prorations required under this Agreement.

5. Seller's Representations, Warranties and Covenants.

- a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Seller hereby makes the following representations and warranties, in addition to any others made in this Agreement:
- (i) At the Closing, the Seller will be the sole owner of the Property and will hold title to the Property in fee simple, free and clear of all encumbrances, except for those found acceptable by the Buyer.
 - (ii) The Seller warrants that there is no pending claim, suit, or litigation that involves the Property.
 - (iii) At the Closing, there will be no unpaid bills or claims in connection with the Property, except for utility bills related to the Seller remaining on the Property as set forth in Section 7 of this Agreement.
 - (iv) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not subject any new lease agreements, right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance.
 - (v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Seller are presently a party or by which any of the same or their respective assets are presently bound or affected.
 - (vi) All documents delivered to the Buyer by the Seller pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.

To the actual knowledge of the Seller no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited

3600 Constitution Boulevard
West Valley City, Utah 84119
Telephone: 801-963-3473
Facsimile: 801-963-8434

With a copy to:

Freyja Johnson
RDA Attorney
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119
Telephone: 801-955-3605
Facsimile: 801-963-3559

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

9. **Attorney's Fees.** Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.
10. **Modification.** Neither party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.
11. **Risk of Loss.** If, prior to the Closing Date, the Property or any portion thereof is damaged by fire, acts of God, or other casualty or cause, the Buyer shall have the right to terminate this Agreement and the Earnest Money shall be refunded to Buyer.
12. **Entire Agreement.** The parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.
13. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
14. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

to the Property. If applicable, all such leases, subleases and contracts shall be assigned to the Buyer at Closing.

(iii) All security deposits of current tenants, if any.

(iv) The Seller shall not pay closing costs, including title insurance, escrow or recording costs.

c. Buyer's Costs. The Buyer shall pay the following items at or before the Closing:

(i) The Purchase Price.

(ii) Closing, escrow and recording costs.

(iii) The cost of title insurance.

d. Failure to Deliver.

(i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller's option, extend the time for the Closing, or may commence an action for damages, or bring an action to compel specific performance by the Buyer. All costs shall be borne by the party incurring the cost. The Seller expressly agrees that the action for damages, or action for specific performance pursuant to this section shall be the Seller's sole remedies for the Buyer's failure to perform or deliver at the Closing.

(ii) If the Seller fails or refuses to deliver a valid and acceptable Deed, or such other documents as may be necessary for the Seller to perform at the Closing, the Buyer may, at the Buyer's option, extend the time for the Closing, or may take any legal action necessary to enforce the Buyer's rights, to be made whole for damages caused by the Seller's default, and/or to compel specific performance by the Seller.

e. Prorations.

(i) All water, sewer, and utility charges for the Property.

(ii) Seller is paying the prorated 2016 General Property Taxes through the date of Closing, however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, including rollback taxes, it is the responsibility of the Seller to pay said taxes since the Buyer is tax exempt.

(iii) All levied or pending assessments affecting the Property.

(iv) Current rents received from the Property, if any.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.
16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.
17. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors in interest of the Buyer and the Seller. Neither the Buyer nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.
18. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.
19. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the day and year first above written.

BUYER:

West Valley City Housing Authority

Executive Director

ATTEST:

Secretary

APPROVED AS TO FORM

RDA Attorney

By: _____

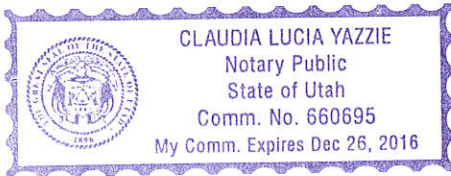
Date: _____

SELLER:

Ruben Villalobos
Ruben Villalobos

STATE OF UTAH)
COUNTY OF SALT LAKE) : ss.

On this 8 day of JULY, 2016, personally appeared before me
RUBEN JESUS VILLALOBOS [name of person(s)], whose
identity is personally known to me or proved to me on the basis of satisfactory evidence, and
who affirmed that he/she is the OWNER [title], of
VILLA VIEW ESTATES LLC, by authority of its members or its
articles of organization, and he/she acknowledged to me that said limited liability company
executed the same.



[Signature]
Notary Public

EXHIBIT A

Parcel No.: 15-33-105-006

Lot 27, LEHMAN SUBDIVISION, according to the official plat thereof on file and of record in the Office of the Salt Lake County Recorder.



3115 W

3550 S

HOLMBERG S

LEHMAN AVE (3550 S)

3000 W



Item: _____
Fiscal Impact: \$315,000
Funding Source: State Highway Projects Fund
Account #: 45-9610-40750-75204-0000

Budget Opening Required: No

ISSUE:

Award Contract for the 2016 Asphalt Polymer Project.

SYNOPSIS:

The lowest responsible bid was received by Morgan Pavement in the amount of \$288,917.46.

BACKGROUND:

Bids were opened for the project on July 19, 2016. A total of two (2) bids were received.

This project consists of the application of a polymer mastic seal as a high density roadway surface preservation treatment on several roads within the city. It is designed to seal the surface on newer pavements to prevent oxidation of the asphalt oil from water infiltration and ultraviolet exposure.

Work will be performed on various streets within the city. An overview of the capital improvements plan can be found at the following link.

<https://wvc-ut.maps.arcgis.com/apps/webappviewer/index.html?id=a49389a9429a4b1a9412d627d0bc47e1>

RECOMMENDATION:

Award the contract to Morgan Pavement in the amount of \$288,917.46, and authorize the Public Works Department to spend no more than \$315,000 in potential change orders.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO
MORGAN PAVEMENT FOR THE 2016 ASPHALT
POLYMER TREATMENT PROJECT.**

WHEREAS, proposals were solicited from qualified contractors for the 2016 Asphalt Polymer Treatment Project; and

WHEREAS, Morgan Pavement (herein “Morgan”) submitted the lowest responsible bid for said work; and

WHEREAS, Morgan meets all other requirements of the proposal specifications; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to award the 2016 Asphalt Polymer Treatment Project to Morgan Pavement;

NOW, THEREFORE, BE IT RESOLVED by the West Valley City Council as follows:

1. Morgan Pavement is hereby awarded the contract to perform the 2016 Asphalt Polymer Treatment Project.
2. Said contract shall be in an amount not to exceed \$288,917.46, with authorization to spend an amount not to exceed \$315,000 through change orders on the Project.
3. The Mayor is hereby authorized to execute a contract with Ridge Rock to perform the 2016 Asphalt Polymer Treatment Project, subject to the final approval of the contract by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.


WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley City, Utah - Bid Tabulation Summary
 2016 Asphalt Polymer Treatment Project
 Jul 19, 2016

	Bid Totals	City Provider Preference (1%)	Other Prefs. (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%)	Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
Engineer's Estimate	\$ 284,848.20				
Response 1		(\$2,889.17)	(\$2,889.17)		
Morgan Pavement	\$ 288,917.46	-1%	-1%	(\$5,778.35)	\$283,139.11
Response 2		\$0.00	\$0.00		
Precision Asphalt Maintenance	\$ 292,986.72	0%	0%	\$0.00	\$292,986.72

Maria Alvarado

Nominated by Brenna Sandquist

Maria is probably the most cheerful and positive person here at the justice court. She starts of each day with a hello and a smile to every person she comes across. I personally know a handful of times that she has made my day more positive just by being around her cheerful personality. She also was recently asked to change job assignments and has taken the time necessary to learn everything she needs to know in order to perform her new assignment to the best of her ability. Maria is one of our Spanish speakers and never hesitates to volunteer to translate for a customer or take Spanish calls when asked for help.

Item: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____
Budget Opening Required: _____

ISSUE:

A Resolution adopting a final budget for West Valley City for the Fiscal Year commencing July 1, 2016 and ending June 30, 2017.

SYNOPSIS:

This resolution adopts the final budget for West Valley City for the 2016-2017 fiscal year and sets a date for public comment at a hearing to be held on August 9, 2016.

BACKGROUND:

West Valley City will adopt a final budget that will be made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before the final adoption of this tentative budget for FY 2016-2017.

RECOMMENDATION:

City staff recommends approval of the resolution.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A FINAL BUDGET;
MAKING APPROPRIATIONS FOR THE SUPPORT OF
WEST VALLEY CITY FOR THE FISCAL YEAR
BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017;
AND DETERMINING THE RATE OF TAX AND LEVYING
TAXES UPON ALL REAL AND PERSONAL PROPERTY
WITHIN WEST VALLEY CITY, UTAH, TAXABLE BY
LAW FOR THE YEAR 2016.**

WHEREAS, the City Manager of West Valley City, as required by law, has submitted to the West Valley City Council a proposed budget (herein the “Tentative Budget”) for the fiscal year commencing July 1, 2016 and ending June 30, 2017; and

WHEREAS, the City Council carefully reviewed, considered, revised and adopted the Tentative Budget; and

WHEREAS, pursuant to law, a copy of the Tentative Budget was placed on record in the City Recorder’s Office at the address indicated below for inspection by the general public during regular office hours; and

WHEREAS, pursuant to law, a public hearing to receive comment and consider adoption of the final budget (herein the “Budget”) was held on August 9, 2016, at 6:30 p.m., in the City Council Chambers located at 3600 Constitution Boulevard, West Valley City, Utah; and

WHEREAS, the date, time and place of the hearing, the right of citizens to be heard, the summary of the Tentative Budget, and the location of the City Recorder’s Office and availability of the Tentative Budget for public inspection, were published in at least one issue of a newspaper of general circulation in Salt Lake County at least seven days prior to said hearing; and

WHEREAS, citizens in attendance at the public hearing were permitted to provide written or oral comment for or against the Tentative Budget, which also included Community Development Block Grant funds and other State and federal grants; and

WHEREAS, pursuant to law, the City has published the necessary notice and held the public hearings required prior to adopting the proposed property tax rate and setting the property tax levy; and

WHEREAS, it is the intent and desire of West Valley City to comply with all applicable State and local laws regarding the adoption of the Budget, the adoption of the property tax rate and the levy of property taxes; and

WHEREAS, the City Council of West Valley City, Utah, hereby determines that it is in the best interests of the citizens of West Valley City to adopt the Budget for West Valley City, and determine the rate of tax and levy taxes upon all real and personal property within West Valley City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

Section 1. Budget Adoption.

1. The amounts shown in Exhibit “A,” which is attached hereto and incorporated herein by reference, are hereby appropriated for the corporate purposes and objects of West Valley City for the fiscal year commencing July 1, 2016 and ending June 30, 2017, and are hereby adopted as the Budget of West Valley City for the fiscal year 2016-2017.
2. Pursuant to law, a copy of the Budget for each fund within the Budget shall be certified by the Budget Officer and shall be filed with the State Auditor within 30 days after adoption of the Budget.
3. Pursuant to law, a certified copy of the Budget shall be filed in the office of the City Recorder and shall be available for public inspection during regular business hours.

Section 2. Tax Rate and Levy.

1. For the purpose of defraying the necessary and proper expenses of West Valley City, and for maintaining the government thereof, it is hereby determined that the rate of the general West Valley City property tax to be levied against all real and personal property within West Valley City taxable by law for the year 2016 is hereby set at .004233.
2. There is hereby levied upon all real and personal property within West Valley City taxable by law in the year 2016, for the fiscal year of West Valley City ending June 30, 2017, the tax rate as set forth above, on the taxable value of said property, to provide revenue for the West Valley City General Fund and for general City purposes.
3. As required by law, the rate set forth above and levied, along with all statements and information required by law, shall be reported to the Salt Lake County Auditor, the Utah State Auditor and to the Utah State Tax Commission.

Section 3. Further Action. In addition to the foregoing, the City Manager is hereby directed to implement any other necessary actions pertinent to the adoption of the Budget, the establishment of a tax rate, and the levy of property taxes. Such actions may include, but are not necessarily limited to, notification, reporting, and publishing as required by and consistent with applicable law.

PASSED AND APPROVED this _____ day of _____,
2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**GENERAL FUND - FUND 10
REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
PROPERTY TAX:						
Current Year	22,071,701	21,329,811	21,496,850	21,953,357	24,414,474	11.2%
Prior Year	636,420	518,434	655,618	657,383	487,144	-25.9%
Street Lights	413,240	444,411	453,288	453,288	426,472	-5.9%
Fitness Center	1,838,090	2,055,915	2,097,033	2,097,033	1,972,930	-5.9%
Vehicle Tax	1,749,759	1,664,638	1,731,274	1,635,384	1,704,858	4.2%
Total Property Tax	26,709,210	26,013,209	26,434,063	26,796,445	29,005,878	8.2%
SALES TAX:						
General Sales Tax	20,504,722	21,532,447	22,980,867	23,753,933	25,386,857	6.9%
Total Sales Tax	20,504,722	21,532,447	22,980,867	23,753,933	25,386,857	6.9%
UTILITY TAX:						
Cable TV/Bch Adv	635,588	660,064	653,573	670,924	686,494	2.3%
Telecommunications	1,834,892	1,613,611	1,505,472	1,569,439	1,424,554	-9.2%
Electricity	5,208,728	5,307,959	5,566,219	5,992,132	5,998,973	0.1%
Gas	2,174,716	2,397,290	2,281,721	2,725,269	2,627,380	-3.6%
Total Utility Tax	9,853,924	9,978,924	10,006,985	10,957,764	10,737,401	-2.0%
WEST RIDGE AMPHITHEATER:						
Amp. Ticket Revenues	188,573	188,417	291,286	188,000	250,000	33.0%
Total Westridge Amphitheater	188,573	188,417	291,286	188,000	250,000	33.0%
SPECIAL IMPROVEMENT DISTRICTS:						
5600 West SID 2003-1	211,260	218,159	178,534	154,000	0	-100.0%
Total Special Imp Dist	211,260	218,159	178,534	154,000	0	-100.0%
LICENSES AND PERMITS:						
Business & Econ. Services	1,158,381	1,159,000	1,149,624	1,160,000	1,160,000	0.0%
Animal Licenses	97,679	100,041	104,608	100,000	101,000	1.0%
Building Permits	1,284,824	1,610,234	1,342,543	1,500,000	1,400,000	-6.7%
Subdivision Fees	231,247	223,903	269,689	191,500	152,000	-20.6%
Disporportionate Service	532,534	528,973	545,440	520,000	500,000	-3.8%
Total Licenses & Permits	3,304,665	3,622,151	3,411,904	3,471,500	3,313,000	-4.6%

GENERAL FUND - FUND 10

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
ST. LIQUOR & BEER TAX:						
St. Liquor & Beer Tax	141,582	0	0	0	0	0.0%
Total Liquor & Beer Tax	141,582	0	0	0	0	0.0%
MISCELLANEOUS:						
Taylorsville DS Reimb.	0	0	136,926	137,000	137,000	0.0%
Taylorsville Contract Services	286,063	286,360	264,227	320,000	320,000	0.0%
Animal Shelter Vaccinations	43,940	45,659	33,712	35,000	37,000	5.7%
Animal Shelter Misc. Fees	42,702	36,297	40,682	40,000	37,000	-7.5%
Animal Sterilization	35,703	39,983	42,884	35,000	42,000	20.0%
Animal Shelter Donations	0	0	7,646	0	5,000	100.0%
Police Reports	65,015	96,524	106,570	75,000	90,000	20.0%
Police Reimbursement	295,819	186,895	253,732	250,000	240,000	-4.0%
Fingerprinting/Work Orders	19,487	15,953	16,546	15,000	10,000	-33.3%
Miscellaneous	199,234	191,958	163,635	155,000	155,000	0.0%
Donations/Contributions	11,675	5,000	104,885	15,836	15,836	0.0%
Fire Prevention/Haz Mat	158,588	177,237	3,696	175,000	175,000	0.0%
Harman Home Maint., etc.	40,000	40,000	40,000	40,000	40,000	0.0%
Harman Home SL CO.	12,276	14,419	15,774	15,954	15,954	0.0%
Indigent Defense	35,815	39,983	47,245	39,000	12,000	-69.2%
District Court Fines	0	0	0	0	36,000	100.0%
Excavation Perm-Prop Bond	92,383	52,236	105,207	75,000	100,000	33.3%
Rent-Housing Authority	42,000	42,000	42,000	42,000	42,000	0.0%
Rental Properties	17,991	16,800	16,801	15,000	15,000	0.0%
Tower Lease	73,968	85,170	79,425	85,725	54,285	-36.7%
Park Reservations/Activities	9,875	18,459	12,499	5,000	5,000	0.0%
Maverik Center Equip. Lease	120,000	120,000	120,000	120,000	0	-100.0%
Court Maintenance	29,837	19,118	29,837	20,000	14,000	-30.0%
Professional Shop Services	120,229	110,793	125,841	100,000	100,000	0.0%
STP Engineering Fees	0	0	119,604	100,000	0	-100.0%
Engineer Consultant Fees CED	0	0	14,772	0	0	0.0%
Rent-Redevelop Agency	25,000	25,000	25,000	25,000	25,000	0.0%
Total Miscellaneous	1,777,600	1,665,844	1,969,146	1,935,515	1,723,075	-11.0%
JUSTICE COURT:						
Small Claims Fees	124,465	149,780	150,010	145,000	102,878	-29.1%
Traffic Fines	2,991,451	2,744,853	2,967,008	3,675,000	2,607,413	-29.1%
Sub-Total Courts	3,115,916	2,894,633	3,117,018	3,820,000	2,710,290	-29.1%
Civil Fines and Penalties						
ACE Program	69,525	51,926	62,229	100,000	70,950	-29.1%
Bail Fines & Forfeitures	10	0	0	2,000	1,419	-29.1%
Parking Ticket Fines	38,786	15,821	10,162	15,000	10,643	-29.1%
Civil Penalties	368,590	370,217	356,313	400,000	283,800	-29.1%
Sub-Total Civil	476,911	437,964	428,704	517,000	366,812	-29.1%
Total Justice Court	3,592,827	3,332,597	3,545,722	4,337,000	3,077,102	-29.1%

GENERAL FUND - FUND 10

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
INTEREST:						
Investment Interest	180,902	132,586	137,873	180,000	180,000	0.0%
RDA Interest	248,640	248,640	248,640	248,640	248,640	0.0%
Total Interest	429,542	381,226	386,513	428,640	428,640	0.0%
OTHER:						
Revenue Other Source	0	0	456,228	2,198,650	1,347,804	-38.7%
Reserves	0	0	0	742,000	250,000	-66.3%
Sale of Land (Other)	224,697	0	0	0	0	0.0%
Sale of Land (RDA)	0	0	0	0	200,000	0.0%
Total Other	224,697	0	456,228	2,940,650	1,797,804	-38.9%
Subtotal	66,938,602	66,932,975	69,661,248	74,963,447	75,719,756	1.0%
RESTRICTED FUNDS:						
Forfeited Assets	0	64,996	107,018	0	0	0.0%
Bond Proceeds	7,737,358	475,533	0	0	0	0.0%
Bond Interest	37,663	25,720	22,842	0	0	0.0%
Total Restricted Funds	7,775,021	566,249	129,860	0	0	0.0%
Grand Total	74,713,623	67,499,223	69,791,108	74,963,447	75,719,756	1.0%

**GENERAL FUND - FUND 10
EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
LEGISLATIVE:						
City Council	773,774	711,651	612,132	762,647	769,944	1.0%
Elections	15,929	156,715	17,791	237,789	237,789	0.0%
Total Legislative	789,703	868,366	629,923	1,000,436	1,007,733	0.7%
ADMINISTRATIVE:						
City Manager	629,428	687,519	711,746	746,489	943,535	26.4%
Justice Court	1,837,663	1,785,445	1,830,535	1,916,039	1,977,906	3.2%
Information Technology	1,825,663	1,700,249	1,685,089	1,700,277	1,749,494	2.9%
Central Services	2,252,132	2,493,249	2,767,949	2,557,449	2,688,817	5.1%
Communications	101,170	109,809	108,431	111,244	115,083	3.5%
Human Resources	553,669	532,767	438,632	681,763	923,760	35.5%
Events/Promotion	95,413	0	0	0	0	0.0%
Community & Media Relations	308,721	438,563	632,038	617,064	637,047	3.2%
Recorder	597,782	610,473	627,502	624,251	399,100	-36.1%
Total Administrative	8,201,641	8,358,074	8,801,922	8,954,576	9,434,742	5.4%
NON-DEPARTMENTAL						
SID Sales Tax Rebate	51,715	133,012	114,223	80,000	0	-100.0%
UTOPIA	3,822,129	4,078,518	4,131,251	4,354,337	4,330,597	-0.5%
Capital Projects/Fleet Xfer to CIP	450,000	675,000	0	1,000,000	1,070,000	7.0%
Rental Home Expense	4,184	6,596	7,279	15,000	15,000	0.0%
Council Contingency Misc	(671,139)	(267,885)	(137,976)	0	0	100.0%
Retirement Incentives	78,863	48,611	35,368	0	0	0.0%
Wage Under Runs	0	0	0	(600,000)	0	-100.0%
Storm Water (Prof.Service)	(373,344)	(373,344)	(373,344)	(373,344)	(373,344)	0.0%
Sanitation (Prof.Service)	(484,131)	(484,131)	(484,131)	(484,131)	(484,131)	0.0%
Transfers In	(1,684,500)	(32,660)	(244,845)	0	0	0.0%
Benefits Accrual	1,224,625	1,345,366	921,745	1,422,000	2,401,502	68.9%
Fitness Center / PT	2,207,914	2,431,343	2,484,424	2,343,745	1,899,182	-19.0%
Hale Center Theatre	69,188	69,188	69,188	69,188	69,188	0.0%
Maverik Center (Arena Fund)	1,259,602	506,283	844,671	850,000	750,000	-11.8%
Cultural Center	538,855	795,903	1,012,550	909,425	875,532	-3.7%
Stonebridge Golf Course	1,598,801	1,360,291	350,000	1,540,955	1,346,080	-12.6%
Transfer Out	0	443,122	662,855	0	0	0.0%
Westfest	20,000	0	0	25,000	25,000	0.0%
Rolling Stock	1,495	0	0	0	0	0.0%
Special Projects	22,847	0	0	100,000	0	-100.0%
Utilities	524,964	547,607	551,181	500,320	500,320	0.0%
Total Non-Departmental	8,662,068	11,282,820	9,944,439	11,752,495	12,424,926	5.7%

**GENERAL FUND - FUND 10
EXPENDITURE STATEMENT**

	Actual	Actual	Actual	Adopted	Tentative	Percent
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Change
DEBT SERVICE:						
Animal Shelter/CPD Facility	620,997	621,892	145,550	204,950	995,750	385.9%
Public Safety/Stonebridge	609,193	612,548	610,567	1,764,663	1,666,769	-5.5%
Fitness Center Refinance	1,480,425	1,598,550	1,601,950	1,601,550	1,604,150	0.2%
Maverik Center Equipment Lease	165,559	166,249	169,332	661,434	0	-100.0%
City Portion Equipment Lease	42,549	33,258	33,875	132,319	0	-100.0%
Cultural Arts	0	0	0	0	0	0.0%
SID 2003-1	246,874	246,874	246,874	246,875	0	-100.0%
Vehicle Lease S'09	272,619	272,619	0	0	0	0.0%
Vehicle Lease S'12	94,935	0	0	0	0	0.0%
Bond Series 2008	0	0	475,462	0	0	0.0%
Bond Fees	197,515	14,015	9,963	37,110	45,000	21.3%
Fire Truck Lease S2012	69,217	69,218	69,217	69,218	69,218	0.0%
Ladder Truck Equip Lease CIP Trans	0	111,047	110,081	0	0	0.0%
Vehicle Lease S'07 CIP transfer	223,896	0	0	0	0	0.0%
Vehicle Lease S'09 CIP transfer	272,619	272,619	0	0	0	0.0%
Vehicle Lease S'10 CIP transfer	78,588	65,453	65,453	65,453	0	-100.0%
Vehicle Lease S'12 CIP transfer	102,000	94,935	94,935	94,935	94,935	0.0%
Vehicle Lease S'13 CIP transfer	0	0	68,591	68,591	68,591	0.0%
Fire Truck Refurbish CIP Transfer	28,000	23,346	23,346	23,346	23,346	0.0%
Fire Truck Lease 2014 CIP Transfer	0	0	130,000	139,950	139,950	0.0%
Fire Station #75/ PW (Transfer BA)	441,560	441,360	440,860	441,460	333,400	-24.5%
Fire Station #74 (Transfer to BA)	288,973	218,731	222,682	225,400	244,348	8.4%
Bond Defeasance	7,022,305	0	0	0	0	0.0%
Subtotal	12,257,823	4,862,713	4,518,738	5,777,253	5,285,457	-8.5%
Transfers In:						
Fire Station Impact Fees	0	(40,000)	(40,000)	(40,000)	(40,000)	0.0%
RDA (UCCC)	0	0	0	0	0	0.0%
Fitness Center Refinance	(1,485,626)	(1,603,750)	(1,607,150)	(1,606,750)	(1,609,350)	0.2%
Stonebridge	0	0	0	(1,149,533)	(1,150,902)	0.1%
Maverik Center Equip. (City portion)	(42,549)	(33,258)	(33,875)	(132,319)	0	-100.0%
Sanitation	0	(6,500)	0	0	0	0.0%
Subtotal	(1,528,175)	(1,683,508)	(1,681,025)	(2,928,602)	(2,800,252)	-4.4%
Total Debt Service	10,729,648	3,179,204	2,837,713	2,848,651	2,485,205	-12.8%

**GENERAL FUND - FUND 10
EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
COMMUNITY & ECONOMIC DEVELOPMENT:						
Administration	262,990	250,234	279,545	267,997	311,812	16.3%
Planning Commission	13,120	9,455	12,087	10,276	15,975	55.5%
Board of Adjustment	1,482	736	650	4,364	4,162	-4.6%
Building Inspection	688,049	721,889	734,688	845,329	880,367	4.1%
Planning & Zoning	559,348	535,715	600,696	631,115	658,734	4.4%
Total Comm. & Econ. Dev.	1,524,989	1,518,029	1,627,666	1,759,081	1,871,050	6.4%
FINANCE:						
Administration	329,494	379,279	401,879	476,983	499,627	4.7%
Purchasing	84,627	89,584	91,857	94,263	109,498	16.2%
Business Licenses	190,186	200,835	209,351	213,849	218,735	2.3%
Treasury	243,988	259,474	248,966	272,804	285,214	4.5%
Accounting	408,848	387,589	376,897	442,330	435,034	-1.6%
Budget & Disbursements	225,494	235,214	249,932	258,712	282,035	9.0%
Total Finance	1,482,637	1,551,975	1,578,882	1,758,941	1,830,143	4.0%
FIRE:						
Administration	495,485	540,688	647,578	758,751	917,507	20.9%
Emergency Operations	6,656,451	7,059,811	7,576,780	7,701,832	7,880,849	2.3%
Fire Prevention	214,731	271,795	254,449	333,325	391,718	17.5%
Logistics	265,337	341,349	313,939	379,981	367,352	-3.3%
Special Operations	22,622	37,721	24,707	35,801	35,801	0.0%
Development Services	133,627	146,125	141,085	153,861	154,733	0.6%
Medical Services	302,124	281,413	301,991	328,298	332,429	1.3%
Total Fire	8,090,377	8,678,902	9,260,529	9,691,849	10,080,389	4.0%
LAW:						
Civil/Prosecutor/Risk	1,802,028	1,963,206	2,108,964	2,369,081	2,307,902	-2.6%
Risk Financing	594,616	695,467	860,773	1,105,365	1,055,365	-4.5%
Victim Assistance	95,627	112,896	129,327	267,558	287,330	7.4%
Total Law	2,492,271	2,771,569	3,099,064	3,742,004	3,650,597	-2.4%
PARKS & RECREATION:						
Parks & Rec. Administration	354,877	366,679	412,172	407,589	419,075	2.8%
Park Maintenance	1,328,017	1,315,223	1,331,270	1,407,787	1,515,354	7.6%
Recreation	11,926	11,939	26,274	38,993	39,381	1.0%
Harman Home Operations	156,612	153,266	161,185	164,924	174,689	5.9%
Total Parks & Recreation	1,851,432	1,847,107	1,930,901	2,019,293	2,148,499	6.4%

GENERAL FUND - FUND 10

EXPENDITURE STATEMENT

	Actual	Actual	Actual	Adopted	Tentative	Percent
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Change
POLICE:						
Administration	21,514,193	21,033,180	22,372,278	23,439,010	23,113,408	-1.4%
Records	20,613	27,666	31,190	45,200	45,200	0.0%
Training	11,576	191,363	140,640	231,083	161,083	-30.3%
Crossing Guards	303,241	336,625	334,277	509,745	512,573	0.6%
Evidence	16,327	20,151	23,349	20,000	20,000	0.0%
Forensics	14,022	27,140	22,116	19,750	32,700	65.6%
Community Policing	12,614	17,162	5,418	22,710	22,710	0.0%
Investigation	75,340	47,389	47,464	25,641	25,641	0.0%
Uniform Patrol	56,933	81,393	174,582	84,410	84,410	0.0%
S.W.A.T. Unit	52,920	35,476	43,307	55,560	55,560	0.0%
Special Operations	183,989	27,980	31,280	30,800	30,800	0.0%
Intelligence/Internal Affairs	0	0	21,919	0	21,000	100.0%
Bomb Squad Unit	0	0	0	0	7,500	100.0%
Police Grants	(407,908)	(231,863)	(423,692)	156,641	(491,000)	-413.5%
Total Police	21,853,860	21,613,662	22,824,128	24,640,550	23,641,585	-4.1%
PUBLIC WORKS:						
Administration	357,861	350,320	381,843	327,812	343,184	4.7%
Streets	928,778	889,808	959,802	1,074,551	1,139,527	6.0%
Transportation	232,530	248,904	254,071	276,725	282,935	2.2%
Engineering	555,879	613,052	603,791	641,905	775,323	20.8%
Street Lights	518,992	505,173	498,059	581,012	584,900	0.7%
Public Facilities	1,007,088	1,023,010	1,064,791	1,071,111	1,094,387	2.2%
Fleet Maintenance	724,452	740,627	779,453	821,444	861,245	4.8%
Total Public Works	4,325,580	4,370,894	4,541,810	4,794,560	5,081,501	6.0%
COMMUNITY PRESERVATION						
Administration	290,420	305,589	252,825	243,348	252,186	3.6%
Animal Control	944,216	1,005,787	1,009,646	1,119,914	1,162,482	3.8%
Ordinance Enforcement	576,961	570,335	623,564	637,749	648,718	1.7%
Total Community Preservation	1,811,597	1,881,711	1,886,035	2,001,011	2,063,386	3.1%
Total Operating Expenses	71,815,803	67,922,313	68,963,012	74,963,447	75,719,756	1.0%
RESTRICTED FUNDS:						
Forfeited Assets	0	0	0	0	0	0.0%
Total Restricted Funds	0	0	0	0	0	0.0%
Grand Total	71,815,803	67,922,313	68,963,012	74,963,447	75,719,756	1.0%
Net Change (Loss) in Fund Balance	2,897,820	(423,090)	828,096	0	0	

WEST VALLEY CITY "C" ROADS - FUND 11

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
"C" Roads						
"C" Road Fund	3,889,443	3,735,090	3,952,748	3,850,000	4,500,000	16.9%
Misc. Revenue	0	0	0	0	0	0.0%
Interest Revenue	0	10,174	10,797	0	0	0.0%
Gain on Sale of Assets	115,088	9,740	0	0	0	0.0%
Funding Other Sources	0	0	0	397,004	0	-100.0%
Subtotal	4,004,531	3,755,004	3,963,545	4,247,004	4,500,000	6.0%

WEST VALLEY CITY "C" ROADS - FUND 11

EXPENDITURE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
OPERATIONS:						
Equipment	31,654	25,093	22,723	28,000	28,000	0.0%
Gasoline, Diesel	1,130	220	474	3,000	1,000	-66.7%
Professional Svcs. (Intern)	300,000	446,564	446,564	460,004	460,000	0.0%
Professional Svcs. (Ext.)	34,594	45,408	33,689	135,000	45,000	-66.7%
Special Supplies	256,711	159,147	170,091	157,000	140,000	-10.8%
Crack Seal	471,941	442,120	477,819	515,000	490,000	-4.9%
Concrete & Salt	229,966	233,177	192,988	210,000	233,000	11.0%
Traffic Controls	0	0	192	0	0	0.0%
Capital Building	0	0	0	30,000	0	-100.0%
Capital Equipment	690,660	456,017	216,710	197,500	194,500	-1.5%
Debt Service Fleet	96,302	0	0	0	0	0.0%
Special Projects	219,113	4,734	1,728,782	1,706,000	2,103,000	23.3%
Subtotal Streets	2,332,071	1,812,480	3,290,032	3,441,504	3,694,500	7.4%
ENGINEERING:						
Professional Svcs. (Intern)	95,000	110,000	110,000	170,000	170,000	0.0%
Special Projects	2,146,176	1,386,440	90,015	300,000	300,000	0.0%
Subtotal Engineering	2,241,176	1,496,440	200,015	470,000	470,000	0.0%
TRANSPORTATION:						
Equipment	24	569	695	1,000	1,000	0.0%
Utilities	12,097	13,189	13,029	13,000	13,000	0.0%
Professional Svcs. (Int.)	20,000	20,000	11,500	11,500	11,500	0.0%
Professional Svcs. (Ext.)	168,496	178,114	203,448	200,000	200,000	0.0%
Signs	24,943	26,631	22,165	25,000	25,000	0.0%
Traffic Controls	31,371	27,135	27,831	35,000	35,000	0.0%
Special Projects	35,010	65,611	27,602	50,000	50,000	0.0%
Subtotal Transportation	291,941	331,249	306,270	335,500	335,500	0.0%
Total Expenditures	4,865,188	3,640,169	3,796,317	4,247,004	4,500,000	6.0%
Net Change (Loss) in Fund Balance	(860,657)	114,835	167,228	0	0	

WEST VALLEY CITY FITNESS CENTER - FUND 21

REVENUE STATEMENT

	Actual	Actual	Actual	Adopted	Tentative	Percent	
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Change	
FITNESS CENTER:							
Facility Drop-In Fees	287,528	260,476	252,786	260,000	275,000	5.8%	
Annual Passes	1,166,513	1,163,484	1,209,157	1,268,000	1,275,000	0.6%	
Activity Area	60,589	72,807	77,272	125,000	95,000	-24.0%	
Community Rooms	7,357	(3,637)	32,860	25,000	33,000	32.0%	
Children's Area	249,287	294,296	330,062	345,000	375,000	8.7%	
Aquatics	80,746	82,236	109,254	92,000	115,000	25.0%	
Pro Shop	18,876	4,099	4,959	8,000	6,000	-25.0%	
Snack Bar	91,318	92,046	94,151	95,000	97,000	2.1%	
Sports Programs	114,709	119,727	107,683	125,000	118,000	-5.6%	
Catering	7,137	3,759	932	5,000	1,000	-80.0%	
Miscellaneous Rev.	62,893	45,782	26,586	30,000	24,000	-20.0%	
Total Fitness Center	2,146,953	2,135,075	2,245,702	2,378,000	2,414,000	1.5%	

WEST VALLEY CITY FITNESS CENTER - FUND 21

EXPENDITURE STATEMENT

	Actual	Actual	Actual	Adopted	Tentative	Percent	
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Change	
FITNESS CENTER:							
Transfers In GF/							
Property Tax	(1,838,090)	(2,431,343)	(2,097,033)	(2,097,033)	(1,302,612)	-37.9%	21-7640-40920
Added Operating Infusion	(369,824)	(39,362)	(401,732)	(246,712)	0	-100.0%	21-7640-40920
Community Serv. Fd Contribution	0	0	0	0	(596,570)	100.0%	
Permanent Employees	726,835	737,464	784,936	757,151	788,424	4.1%	
O.T. Employees	7,640	5,117	5,387	7,500	6,500	-13.3%	
Temporary Employees	734,651	712,347	708,668	822,349	775,958	-5.6%	
Additional Pay	16,210	9,833	10,920	21,000	16,200	-22.9%	
Employee Benefits	329,331	355,618	381,904	374,371	445,020	18.9%	
Uniform Allowance	0	135	320	500	500	0.0%	
Books & Dues	15	598	658	1,300	1,300	0.0%	
Advertising	20,395	14,859	24,343	30,000	30,000	0.0%	
Travel & Training	5,002	8,567	12,608	16,000	21,000	31.3%	
Office Supplies	42,546	41,343	50,958	44,016	51,000	15.9%	
Snack Bar	72,053	71,613	67,381	72,000	72,000	0.0%	
Equipment Maint.	203,342	225,737	188,797	175,000	193,000	10.3%	
Gasoline & Diesel	3,098	3,875	2,898	4,600	3,000	-34.8%	
Software	4,999	4,999	9,998	5,000	5,000	0.0%	
Building/Grounds	68,467	45,760	54,261	66,000	51,000	-22.7%	
Utilities	334,837	332,655	339,476	321,000	330,000	2.8%	
Telephone	11,670	11,010	11,210	10,508	11,495	9.4%	
Professional Services	90,955	80,911	88,758	95,300	105,000	10.2%	
General Health	2,716	3,729	2,605	3,000	4,000	33.3%	
Special Supplies	18,654	22,159	23,225	25,000	28,000	12.0%	
Children's Programs	83,443	54,076	66,671	67,000	70,000	4.5%	
Adult Programs	37,354	30,084	41,182	38,500	40,000	3.9%	
Aquatics	16,451	10,463	43,873	26,000	28,000	7.7%	
Insurance	32,396	46,487	46,896	46,900	48,000	2.3%	
Capital Equipment	16,200	66,098	82,753	85,000	100,000	17.6%	
Capital Allocation	0	0	0	0	596,570	100.0%	
Trustee Fees (Transfer to GL)	5,200	5,200	5,200	5,200	5,200	0.0%	21-7641-40910
Capital Res.(Transfer to BA)	30,000	30,000	30,000	30,000	30,000	0.0%	21-7640-40910
Debt Service (Transfer to GL)	1,480,426	1,599,537	1,601,950	1,601,550	1,604,150	0.2%	21-7641-40910
RDA SARR for Debit Service	0	0	0	0	(1,117,135)	100.0%	21-7641-40920
Transfer for Police Substation	(20,000)	(25,000)	(30,000)	(30,000)	(30,000)	0.0%	21-7641-40920
Total Fitness Center	2,166,972	2,034,569	2,159,071	2,378,000	2,414,000	1.5%	
NET INCOME (LOSS)	(20,019)	100,506	86,631	0	0		

WEST VALLEY CITY HALE CENTRE THEATRE - FUND 23

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
HALE CENTRE THEATRE:						
Rent	497,081	499,144	495,309	550,700	533,152	-3.2%
Capitalized Interest	1,600	1,566	1,887	0	0	0.0%
Total Hale Centre Theatre	498,681	500,710	497,196	550,700	533,152	-3.2%

WEST VALLEY CITY HALE CENTRE THEATRE - FUND 23

EXPENDITURE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
HALE CENTRE THEATRE:						
Building & Grounds	15,895	18,221	13,392	19,188	19,188	0.0%
Debt Serv (BA)	486,627	508,369	504,918	550,700	533,152	-3.2%
Cap Res (BA)	50,000	50,000	50,000	50,000	50,000	0.0%
Gen.Fund Transfer In	(69,188)	(69,188)	(69,188)	(69,188)	(69,188)	0.0%
Total Hale Centre Theatre	483,334	507,402	499,122	550,700	533,152	-3.2%
Net Change (Loss) in Fund Balance	15,347	(6,692)	(1,926)	0	0	

WEST VALLEY CITY ARENA - FUND 25

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
ARENA REVENUES	2,759,520	2,881,893	3,703,199	3,490,698	3,598,232	3.1%

WEST VALLEY CITY ARENA - FUND 25

EXPENDITURE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
ARENA:						
Operations	3,649,657	3,419,397	4,102,932	4,005,879	4,248,232	6.0%
Transfers Out	2,896,239	2,889,605	2,839,596	2,983,915	2,748,422	-7.9%
Transfers In	(2,885,777)	(2,885,308)	(3,305,721)	(3,499,096)	(3,398,422)	-2.9%
Total Arena	3,660,119	3,423,694	3,636,807	3,490,698	3,598,232	3.1%
NET INCOME (LOSS)	(900,599)	(541,801)	66,392	0	0	

SANITATION - FUND 27

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
SANITATION:						
Garbage Fees	4,371,600	4,547,453	4,942,580	5,100,000	5,100,000	0.0%
Interest	6,801	23,505	33,283	0	0	0.0%
Funding Other Source	0	0	0	0	83,588	100.0%
Total	4,378,401	4,570,958	4,975,863	5,100,000	5,183,588	1.6%

SANITATION - FUND 27

EXPENDITURE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
SANITATION:						
Permanent Employees	119,427	128,766	143,304	78,882	114,242	44.8%
O.T. Employees	1,847	853	362	2,000	1,000	-50.0%
Temporary Employees	0	6,555	0	6,000	6,000	0.0%
Employee Benefits	50,290	54,488	61,041	37,954	59,282	56.2%
Books/Subscriptions	200	0	205	250	250	0.0%
Advertising	0	109	0	1,000	0	-100.0%
Travel & Training	0	1,453	1,593	2,000	2,500	25.0%
Office Supplies	2,841	5,227	7,853	6,000	9,000	50.0%
Gasoline & Diesel	8,537	9,185	7,900	9,000	7,000	-22.2%
Auto Parts	0	0	8,929	3,000	3,000	0.0%
Prof. Services Internal	603,977	625,081	610,273	732,487	742,131	1.3%
Prof. Services External	2,458,649	2,517,561	2,436,837	2,728,346	2,759,783	1.2%
Landfill Fees	1,054,783	1,168,362	1,298,753	1,275,000	1,316,250	3.2%
Special Supplies	98,605	159,463	106,201	150,000	150,000	0.0%
Capital Equipment	0	0	77,801	0	0	0.0%
Capital Building	0	0	100,050	15,000	0	-100.0%
Capital Allocation	0	0	0	39,931	0	-100.0%
Transfer Out-General Fund	6,500	6,500	0	0	0	0.0%
Transfer In	0	0	(6,329)	0	0	0.0%
Debt Service	155,325	168,282	169,276	0	0	0.0%
Clean & Beautiful Expenses	8,119	8,140	12,710	13,150	13,150	0.0%
Total	4,569,100	4,860,025	5,036,759	5,100,000	5,183,588	1.6%
Net Change (Loss) in Fund Balance	(190,699)	(289,067)	(60,896)	0	0	

WEST VALLEY CITY ROAD IMPACT FEES - FUND 31

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
Road Impact Fees	470,410	906,115	501,947	270,000	350,000	29.6%
Interest	0	0	0	0	0	0.0%
Funding Other Sources	0	0	0	1,387,000	0	-100.0%
Total	470,410	906,115	501,947	1,657,000	350,000	-78.9%

WEST VALLEY CITY ROAD IMPACT FEES - FUND 31

EXPENDITURE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
Professional Services	60,000	45,000	45,000	60,000	60,000	0.0%
Road Projects	258,884	4,854	239,737	1,500,000	200,000	-86.7%
Impact Fee Reimbursements	97,000	97,000	97,000	97,000	90,000	-7.2%
Total Expenditures	415,884	146,854	381,737	1,657,000	350,000	-78.9%

Net Change (Loss) in Fund Balance 54,526 759,261 120,210 0 0

WEST VALLEY CITY PARK IMPACT FEES - FUND 32

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
Park Impact Fees	431,587	1,076,525	556,527	300,000	300,000	0.0%
Total Revenue	431,587	1,076,525	556,527	300,000	300,000	0.0%

WEST VALLEY CITY PARK IMPACT FEES - FUND 32

EXPENDITURE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
Park Impact Expenses	504,959	517,192	1,043,870	300,000	300,000	0.0%
Transfers In	0	0	0	0	0	0.0%
Total Expenditures	504,959	517,192	1,043,870	300,000	300,000	0.0%

Net Change (Loss) in Fund Balance (73,372) 559,333 (487,343) 0 0

WEST VALLEY CITY FIRE IMPACT FEES - FUND 33

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
Fire Impact Fees	49,861	107,678	54,405	40,000	40,000	0.0%
Interest	0	0	0	0	0	0.0%
Total Revenue	49,861	107,678	54,405	40,000	40,000	0.0%

WEST VALLEY CITY FIRE IMPACT FEES - FUND 33

EXPENDITURE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
Fire Station 74 Debt Transfer (GF)	28,000	40,000	40,000	40,000	40,000	0.0%
Total Expenditures	28,000	40,000	40,000	40,000	40,000	0.0%

Net Change (Loss) in Fund Balance 21,861 67,678 14,405 0 0

WEST VALLEY CITY POLICE IMPACT FEES - FUND 34

REVENUE STATEMENT

	Actual	Actual	Actual	Adopted	Tentative	Percent
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Change
Police Impact Fees	32,962	77,949	47,196	30,000	30,000	0.0%
Total Revenue	32,962	77,949	47,196	30,000	30,000	0.0%

WEST VALLEY CITY POLICE IMPACT FEES - FUND 34

EXPENDITURE STATEMENT

	Actual	Actual	Actual	Adopted	Tentative	Percent
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Change
Police Subs. Debt Transfer to FFC	20,000	25,000	30,000	30,000	30,000	0.0%
Total Expenditures	20,000	25,000	30,000	30,000	30,000	0.0%

Net Change (Loss) in Fund Balance 12,962 52,949 17,196 0 0

WEST VALLEY CITY FLOOD IMPACT FEES - FUND 35

REVENUE STATEMENT

	Actual	Actual	Actual	Adopted	Tentative	Percent
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Change
FLOOD IMPACT FEES:						
Redwood District	2,908	0	0	0	0	0.0%
Decker District	5,063	9,470	2,227	0	0	0.0%
Jordan District	710	971	0	0	0	0.0%
Brighton District	0	0	229	0	0	0.0%
Riter District	70,030	79,590	92,325	70,000	30,000	-57.1%
Oquirrh Shadows	0	8,778	0	0	0	0.0%
Lake Park	2,520	10,794	0	0	0	0.0%
Canal District	0	486	1,624	0	0	0.0%
West Ridge District	9,370	0	4,707	0	0	0.0%
Funding Other Sources	0	0	0	144,000	0	-100.0%
Total Revenue	90,601	110,088	101,112	214,000	30,000	-86.0%

WEST VALLEY CITY FLOOD IMPACT FEES - FUND 35

EXPENDITURE STATEMENT

	Actual	Actual	Actual	Adopted	Tentative	Percent
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Change
Special Projects	2,864	0	0	0	0	0.0%
Redwood	3,891	4,121	0	0	0	0.0%
Decker	0	14,490	0	0	0	0.0%
Jordan District	0	0	971	0	0	0.0%
Riter District	0	125,000	120,827	214,000	30,000	-86.0%
West Ridge District	0	42,277	0	0	0	0.0%
Transfer In	0	(117,628)	0	0	0	0.0%
Total Expenditure	6,755	68,260	121,798	214,000	30,000	-86.0%

Net Change (Loss) in Fund Balance 83,846 41,828 (20,686) 0 0

WEST VALLEY CITY STORM WATER UTILITY - FUND 36

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
STORM WATER UTILITY:						
Storm Water Utility Fees	3,710,099	4,004,798	4,052,509	3,750,000	3,800,000	1.3%
Interest Income	86,661	187,602	190,553	0	0	0.0%
Land Sales	0	0	100	0	0	0.0%
Gain on Sale of Assets	0	287,498	404,023	0	0	0.0%
Miscellaneous Revenue	4	0	0	0	0	0.0%
Revenue Other Sources (Fund Bal.)	0	0	0	1,512,403	2,050,000	35.5%
Total Revenue	3,796,764	4,479,898	4,647,185	5,262,403	5,850,000	11.2%

WEST VALLEY CITY STORM WATER UTILITY - FUND 36

EXPENDITURE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
OPERATIONS:						
Books/Dues	157	161	161	170	0	-100.0%
Travel & Training	1,985	1,612	1,738	5,000	5,000	0.0%
Office Supplies	1,649	1,374	3,658	2,400	2,400	0.0%
Equip Maintenance	36,298	54,483	50,948	50,000	100,000	100.0%
Fuel	60,848	62,459	61,020	60,000	50,000	-16.7%
Auto Maintenance	65,000	65,000	65,000	65,000	55,000	-15.4%
Vehicle Parts	51,754	73,228	109,713	75,000	75,000	0.0%
Utilities	17,425	18,258	24,897	20,000	30,000	50.0%
Prof./Tech (internal)	541,164	541,164	541,164	554,604	554,604	0.0%
Prof./Tech. (external)	80,476	60,455	60,060	158,320	54,000	-65.9%
Gen. Health	138	0	0	0	0	0.0%
Special Supplies	65,855	75,169	103,340	70,000	70,000	0.0%
Insurance	9,544	8,691	2,869	10,000	10,000	0.0%
Capital Building	0	0	0	30,000	0	-100.0%
Capital Equipment	150,938	2,125	(10,957)	165,000	293,750	78.0%
Depreciation	0	1,271,117	1,317,794	1,470,000	1,470,000	0.0%
Subtotal	1,083,231	2,235,295	2,331,405	2,735,494	2,769,754	1.3%
ENGINEERING:						
Books/Dues	0	161	201	200	0	-100.0%
Travel & Training	205	704	3,828	2,000	4,000	100.0%
Office Supplies	4,415	13,820	4,243	3,000	3,000	0.0%
Equip. Maintenance	2,066	6,344	8,264	6,500	15,000	130.8%
Fuel	9,277	4,304	3,793	5,000	5,000	0.0%
Software	12,535	15,202	16,422	6,600	6,600	0.0%
Building/Grounds	0	6,335	0	0	0	0.0%
Prof/Tech (internal)	508,000	508,000	508,000	508,000	508,000	0.0%
Prof./Tech. (external)	9,219	9,647	12,626	10,000	13,000	30.0%
Special Supplies	4,085	5,314	4,190	3,000	3,000	0.0%
Special Projects	519,897	4,106,330	1,025,061	810,000	1,350,000	66.7%
Capitalized Spec Proj	0	(4,106,330)	(894,338)	0	0	0.0%
Debt Service	0	16,888	20,325	313,232	313,302	0.0%
Subtotal	1,069,699	586,718	712,615	1,667,532	2,220,902	33.2%
ADMINISTRATION:						
Permanent Employees	8,911	0	0	0	0	0.0%
Employee Benefits	5,765	0	0	0	0	0.0%
Public Notices	19,154	14,673	12,592	12,000	12,000	0.0%
Travel & Training	2,179	1,442	1,051	1,500	2,000	33.3%
Office Supplies	3,906	2,931	9,276	6,000	6,000	0.0%
Fuel	0	0	0	0	0	0.0%
Prof/Tech (internal)	532,490	524,094	509,286	572,499	606,344	5.9%
Prof./Tech. (external)	143,277	196,518	245,773	252,378	233,000	-7.7%
Capital Building	0	0	0	15,000	0	-100.0%
Transfer Out	0	117,628	0	0	0	0.0%
Subtotal	715,682	857,285	777,978	859,377	859,344	0.0%
Total Expenditure	2,868,612	3,679,298	3,821,998	5,262,403	5,850,000	11.2%
Net Change (Loss) in Fund Balance	928,152	800,600	825,187	0	0	

THE DIVISION OF ARTS AND CULTURE - FUND 37

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
Cultural Center:						
Miscellaneous	0	25	126	0	0	0.0%
Cultural Center Revenue	158,450	167,266	143,027	150,000	150,000	0.0%
Amphitheater	2,439	0	0	0	0	0.0%
Concessions Revenue	14,167	8,349	0	0	0	0.0%
Donations/Endow/Grants	326,332	155,068	3,000	250,000	250,000	0.0%
Membership/Season Tickets	16,079	7,831	0	0	0	0.0%
Total Revenue	517,467	338,540	146,153	400,000	400,000	0.0%

THE DIVISION OF ARTS AND CULTURE - FUND 37

EXPENDITURE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
Operations:						
Permanent Employees	414,518	581,287	634,430	635,507	587,163	-7.6%
Overtime	569	0	3,688	5,000	5,000	0.0%
Temporary Employees	31,121	30,543	27,206	30,163	31,326	3.9%
Employee Benefits	129,658	178,096	200,788	204,760	215,048	5.0%
Books & Dues	560	74	0	3,000	2,500	-16.7%
Advertising	0	0	0	2,500	2,500	0.0%
Travel & Training	1,182	76	960	3,000	2,500	-16.7%
Office Supplies	12,112	10,197	9,629	25,454	12,654	-50.3%
Equip. Maintenance	14,532	11,804	15,500	15,000	15,000	0.0%
Gasoline	737	896	2,188	2,700	2,200	-18.5%
Auto Maintenance	0	0	0	2,300	1,800	-21.7%
Auto Parts	231	2,800	743	1,800	1,800	0.0%
Software	0	0	0	5,500	500	-90.9%
Building & Grounds	16,195	13,638	10,702	26,781	26,781	0.0%
Utilities	121,109	122,763	137,900	133,000	133,000	0.0%
Telephone	15,103	12,232	12,232	9,520	9,220	-3.2%
Contingency	70,624	42,088	28,999	50,000	50,000	0.0%
Professional Services	2,529	2,616	1,538	5,800	3,000	-48.3%
General Health	71	105	0	250	250	0.0%
Special Supplies	36,486	63,711	43,872	72,942	71,542	-1.9%
Signs	0	0	0	2,500	2,500	0.0%
Insurance	20,878	0	0	1,900	1,200	-36.8%
Sold Services	0	(63,179)	(94,391)	(697,000)	0	-100.0%
Special Projects	52,418	6,552	1,517	550,000	0	-100.0%
ZAP Activities	43,049	47,007	81,722	(3,000)	0	-100.0%
Grant/Donation Funded Activities	0	0	0	122,000	0	-100.0%
Cultural Arts Board (CAB)	37,524	25,021	32,076	44,398	44,398	0.0%
Sister City	2,438	0	149	0	0	0.0%
WorldStage Concerts	0	600	9,400	0	0	0.0%
Events	0	8,324	5,150	10,000	10,000	0.0%
Transfer In From GF	(538,855)	(800,507)	(1,024,438)	(909,425)	(875,532)	-3.7%
Subtotal Operations	484,789	296,741	141,560	356,350	356,350	0.0%
Maintenance:						
Equipment Maintenance	17,688	18,902	16,421	16,450	16,450	0.0%
Gasoline	984	466	1,200	1,200	1,200	0.0%
Building & Grounds	25,528	25,990	25,770	26,000	26,000	0.0%
Subtotal Maintenance	44,200	45,358	43,391	43,650	43,650	0.0%
Total Expenditures	528,989	342,099	184,951	400,000	400,000	0.0%
Net Income (Loss)	(11,522)	(3,559)	(38,798)	0	0	

ARTS FOUNDATION - FUND 38

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
Arts Foundation:						
Grants	0	0	0	30,000	30,000	0.0%
Donations/Contributions	0	0	1,644	16,000	16,000	0.0%
Restricted Purpose Donations	0	0	13,282	0	0	0.0%
In-Kind Contributions	0	0	0	108,000	108,000	0.0%
Capital Projects Grants/Contributions	0	0	0	500,000	500,000	0.0%
Event Income	0	0	0	50,000	50,000	0.0%
Interest Income	0	0	0	1,000	1,000	0.0%
Total Revenue	0	0	14,926	705,000	705,000	0.0%

ARTS FOUNDATION - FUND 38

EXPENDITURE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
Operations:						
Memberships/Dues/Subscriptions	0	0	0	500	500	0.0%
Travel/Training	0	0	0	500	500	0.0%
Supplies	0	0	172	12,800	12,800	0.0%
Vehicle Gasoline	0	0	0	500	500	0.0%
Vehicle Maintenance	0	0	0	500	500	0.0%
Software	0	0	0	5,000	5,000	0.0%
Office Space Rent	0	0	0	8,000	8,000	0.0%
Telephone	0	0	0	300	300	0.0%
Professional/Technical	0	0	0	2,800	2,800	0.0%
Special Supplies	0	0	0	1,400	1,400	0.0%
Insurance	0	0	0	700	700	0.0%
Special Projects	0	0	0	550,000	550,000	0.0%
UCCC Events	0	0	4,054	122,000	122,000	0.0%
Transfer Out	0	0	13,188	0	0	0.0%
Total Expenditures	0	0	17,414	705,000	705,000	0.0%
Net Change (Loss) in Fund Balance	0	0	(2,488)	0	0	

CAPITAL IMPROVEMENTS FUND - FUND 45

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
REVENUES:						
Miscellaneous	75,677	80,190	79,402	0	0	0.0%
Fed/State Capital Projects	3,543,000	4,435,561	0	0	0	0.0%
Rolling Stock Interest	1,738	140	0	0	0	0.0%
Interest - Restricted Projects	0	13,893	0	0	0	0.0%
Gain on Sale of Asset	104,013	115,785	322,102	0	0	0.0%
Total Revenues	3,724,428	4,645,569	401,504	0	0	0.0%
Other Sources	0	1,430,639	0	1,003,000	437,500	-56.4%
Total Revenue and Other Sources	3,724,428	6,076,208	401,504	1,003,000	437,500	-56.4%

CAPITAL IMPROVEMENTS FUND - FUND 45

EXPENDITURE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
EXPENDITURES:						
Rolling Stock Lease Payments	422,995	413,906	481,688	392,275	326,822	-16.7%
Sold Services	(99,550)	(26,706)	(4,122,907)	0	0	0.0%
Special Projects	216,646	77,462	15,845	320,000	0	-100.0%
Facilities Projects	162,689	41,304	393,170	343,000	300,000	-12.5%
Chinese Gate	98,982	0	0	0	0	0.0%
Maverik Center Parking Lot	0	327,942	0	0	0	0.0%
City Hall Roof Repairs	28,241	29,566	0	0	0	0.0%
Remodel Fire Station #73	8,634	280,319	0	0	0	0.0%
City Hall Lobby 2nd Floor	0	22,501	0	0	0	0.0%
City Center Plaza	6,930	25,150	0	0	0	0.0%
City Center Promenade	471,003	0	0	0	0	0.0%
Faribourne Station	859,503	525,287	73,230	0	0	0.0%
6400 W Extention	246,817	1,083,652	2,124,631	0	0	0.0%
6200 S Extention	0	4,501	178,621	0	0	0.0%
SR-201 Frontage Rd at Bangeter	334,714	1,068,702	63,435	0	0	0.0%
SR-201 Frontage Rd at 7200 W	4,447	913,021	0	0	0	0.0%
Jordan River Pedestrian Bridge	7,870	588,655	0	0	0	0.0%
2400 S 4800 W Extention	0	351,440	1,878,242	0	0	0.0%
5600 W Widening	0	0	202,460	0	0	0.0%
Historic Granary Relocation	0	11,900	0	0	0	0.0%
UCCC Basement Buildout	0	0	8,935	0	0	0.0%
HAWK Crosswalk	0	0	45,944	0	0	0.0%
Sidewalk Projects	0	0	962	0	0	0.0%
Shop Expansion	0	0	258,892	0	0	0.0%
Skate Park	0	0	4,155	0	0	0.0%
Admin Special Projects	0	118,875	0	75,000	5,000	0.0%
Finance Special Projects	0	0	0	150,000	107,700	0.0%
CED Special Projects	0	0	8,000	0	0	0.0%
Police Special Projects	0	0	9,475	35,000	14,400	-58.9%
Fire Speical Porjects	0	0	367,443	80,000	0	-100.0%
Public Works Special Projects	0	0	0	0	0	0.0%
Parks Special Projects	0	189,940	23,117	0	10,400	0.0%
Rolling Stock	1,053,875	1,981,574	1,361,210	1,000,000	1,070,000	7.0%
Transfers Out	607,414	26,500	0	0	0	0.0%
Transfers In	(1,635,273)	(1,542,400)	(1,094,814)	(1,392,275)	(1,396,822)	0.3%
Total Expenditures	2,795,937	6,513,091	2,281,734	1,003,000	437,500	-56.4%
Net Change (Loss) in Fund Balance	928,491	(436,883)	(1,880,230)	0	0	

THE RIDGE GOLF CLUB FUND - FUND 55

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
OPERATING REVENUE:						
Green Fees	14,371	726,482	696,708	460,000	460,000	0.0%
Member Programs	0	0	0	80,000	85,000	6.3%
Carts	4,440	313,818	300,659	285,000	295,000	3.5%
Driving Range	561	27,598	27,932	30,000	35,000	16.7%
Grill/Catering	3,750	323,201	298,975	340,000	340,000	0.0%
Pro Shop	1,970	87,065	102,472	115,000	120,000	4.3%
Pull Carts	0	369	536	500	500	0.0%
Rental Clubs	0	1,614	2,139	2,500	2,500	0.0%
Used Balls	0	0	0	2,000	2,000	0.0%
Facility Rental	0	0	0	40,000	40,000	0.0%
Group Tournament	0	0	0	225,000	245,000	8.9%
Gratuities	0	0	0	45,000	45,000	0.0%
Miscellaneous	1,000	0	0	5,000	5,000	0.0%
Research & Demonstration	0	3,300	800	0	0	0.0%
Interest Income	33,832	8,957	0	0	0	0.0%
Gain on Sale of Assets	1,581	1,604	0	0	0	0.0%
Funding Other Sources	0	0	0	398,630	398,930	0.1%
Total Revenue	61,505	1,494,008	1,430,221	2,028,630	2,073,930	2.2%

THE RIDGE GOLF CLUB FUND - FUND 55

EXPENSE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
OPERATING EXPENSES						
OPERATIONS:						
Personnel	205,730	314,235	336,898	301,455	317,226	5.2%
Operations	67,488	71,605	73,406	76,850	73,000	-5.0%
Professional Services	894	36,445	48,622	29,405	29,405	0.0%
Utilities	14,104	31,516	26,537	36,000	36,000	0.0%
Operations Subtotal	288,216	453,801	485,463	443,710	455,631	2.7%
MAINTENANCE:						
Personnel	304,969	309,925	338,959	347,637	366,947	5.6%
Operating Supplies	366,441	219,988	208,284	168,441	168,441	0.0%
Utilities	112,134	116,378	101,902	178,885	178,885	0.0%
Maintenance Subtotal	783,544	646,291	649,145	694,963	714,273	2.8%
GRILL/CATERING						
Personnel	102,547	188,863	213,184	250,117	246,506	-1.4%
Operating Supplies	15,863	25,787	24,481	32,840	41,940	27.7%
Snack Bar Subtotal	118,410	214,650	237,665	282,957	288,446	1.9%
COST OF SALES:						
Cost of Goods Sold	1,187	57,779	72,589	75,000	70,000	-6.7%
Grill/Snack Bar	11,309	123,464	102,327	135,000	135,000	0.0%
Depreciation	138,358	435,427	418,040	397,000	410,580	3.4%
Cost of Sales Subtotal	150,854	616,670	592,956	607,000	615,580	1.4%
Total Operating Expenses	1,341,024	1,931,412	1,965,229	2,028,630	2,073,930	2.2%
NON-OPERATING EXPENSES:						
Transfer In (Gen.Fund)	0	(38,388)	(8,599)	0	0	0.0%
Transfer Out	1,705,170	1,647	0	0	0	0.0%
Debt-Retirement (Gen. Fund)	0	0	0	0	0	0.0%
Total Non-Operating Expenses	1,705,170	(36,741)	(8,599)	0	0	0.0%
Total Expenses	3,046,194	1,894,671	1,956,630	2,028,630	2,073,930	2.2%
Net Income (Loss)	(2,984,689)	(400,663)	(526,409)	0	0	

STONEBRIDGE GOLF COURSE FUND - FUND 57

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
OPERATING REVENUE:						
Green Fees	838,939	763,886	794,294	489,000	495,000	1.2%
Member Programs	0	0	0	90,000	100,000	11.1%
Carts	296,972	289,803	332,927	228,500	238,500	4.4%
Driving Range	18,732	17,589	17,657	17,400	19,400	11.5%
Grill/Catering	577,697	515,371	545,434	440,000	455,000	3.4%
Pro Shop	197,035	190,050	223,539	168,000	175,000	4.2%
Pull Carts	699	661	650	500	500	0.0%
Rental Clubs	8,209	7,180	9,112	6,700	6,700	0.0%
Used Balls	0	0	0	5,000	7,000	40.0%
Facility Rental	0	0	0	40,000	55,000	37.5%
Group Tournament	0	0	0	285,000	295,000	3.5%
Gratuities	0	0	0	55,000	55,000	0.0%
Misc.	252	5,000	0	5,000	10,000	100.0%
Total Op. Revenue	1,938,535	1,789,540	1,923,613	1,830,100	1,912,100	4.5%
NON-OPERATING REVENUE:						
Int. Earnings (Res. Fund)	686	0	0	0	0	0.0%
Gain on Sale of Assets	7,533	18,095	66,757	0	43,600	100.0%
Funding Other Sources	0	0	0	0	226,740	100.0%
Total Non-Operating Rev	8,219	18,095	66,757	0	270,340	100.0%
Total Revenue	1,946,754	1,807,635	1,990,370	1,830,100	2,182,440	19.3%

STONEBRIDGE GOLF COURSE FUND - FUND 57

EXPENSE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
OPERATING EXPENSES						
OPERATIONS:						
Personnel	275,802	308,683	332,792	343,538	363,875	5.9%
Operations	65,873	74,971	140,226	102,060	182,360	78.7%
Professional Services	44,086	45,190	50,542	34,000	34,000	0.0%
Utilities	44,488	42,798	47,656	37,000	37,000	0.0%
Operations Subtotal	430,249	471,642	571,216	516,598	617,235	19.5%
MAINTENANCE:						
Personnel	344,321	354,635	376,903	382,463	409,534	7.1%
Operating Supplies	202,015	194,227	200,158	208,676	208,676	0.0%
Utilities	135,682	126,099	140,482	178,215	178,215	0.0%
Maintenance Subtotal	682,018	674,961	717,543	769,354	796,425	3.5%
GRILL/CATERING:						
Personnel	219,889	242,305	271,125	262,092	285,740	9.0%
Operating Supplies	42,219	37,235	40,105	39,400	44,400	12.7%
Snack Bar Subtotal	262,108	279,540	311,230	301,492	330,140	9.5%
COST OF SALES:						
Cost of Goods Sold	129,047	127,741	155,833	120,000	120,000	0.0%
Grill/Snack Bar	179,937	162,225	178,439	180,000	180,000	0.0%
Depreciation	130,246	133,830	226,737	227,000	226,740	-0.1%
Cost of Sales Subtotal	439,230	423,796	561,009	527,000	526,740	0.0%
Total Oper Expenses	1,813,605	1,849,939	2,160,998	2,114,444	2,270,540	7.4%
NON-OPERATING EXPENSES:						
Equipment Lease	0	0	352,218	107,078	107,078	0.0%
Fund Transfer (GF)	(1,598,801)	(1,395,439)	(358,249)	(1,540,955)	(1,346,080)	-12.6%
Debt-Retire Bond	411,537	380,382	0	1,149,533	1,150,902	0.1%
Total Non-Operating Expenses	(1,187,264)	(1,015,057)	(6,031)	(284,344)	(88,100)	-69.0%
Total Expenses	626,341	834,882	2,154,967	1,830,100	2,182,440	19.3%
Net Income (Loss)	1,320,413	972,753	(164,597)	(0)	0	

**GRANTS - FUND 60
REVENUE STATEMENT**

	Actual	Actual	Actual	Adopted	Tentative	Percent	
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Change	
CDBG Projects	852,754	868,118	1,073,977	1,100,000	1,300,000	18.2%	#
HOME & Federal Grants	1,532,756	679,598	662,893	300,000	300,000	0.0%	, 00
PSN Grants	88,772	154,787	117,743	0	0	0.0%	#
State Grants	0	159,641	4,630,121	0	0	0.0%	#
Other Governmental Agencies	0	63,179	64,000	0	0	0.0%	#
Subtotal	<u>2,474,282</u>	<u>1,925,323</u>	<u>6,548,734</u>	<u>1,400,000</u>	<u>1,600,000</u>	<u>14.3%</u>	

**GRANTS - FUND 60
EXPENDITURE STATEMENT**

	Actual	Actual	Actual	Adopted	Tentative	Percent	
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Change	
Personnel	240,447	248,487	211,533	157,985	125,344	-20.7%	
General Operations	(53,276)	(37,763)	7,212	14,640	14,640	0.0%	
CDBG Projects	665,584	660,923	855,234	927,375	1,160,016	25.1%	
HOME & Federal Grants	1,532,756	679,598	519,071	300,000	300,000	0.0%	
PSN Grants	88,772	154,787	117,743	0	0	0.0%	
State Grants	0	159,641	4,649,121	0	0	0.0%	
Other Governmental Agencies	0	63,179	64,000	0	0	0.0%	
Transfer Out	0	360	0	0	0	0.0%	
Transfer In	0	(3,887)	(3,572)	0	0	0.0%	
Subtotal	<u>2,474,283</u>	<u>1,925,325</u>	<u>6,420,342</u>	<u>1,400,000</u>	<u>1,600,000</u>	<u>14.3%</u>	
Net Change (Loss) in Fund Balance	(1)	(2)	128,392	(0)	0		

AMBULANCE FUND - FUND 66

REVENUE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
OPERATING REVENUE:						
Ambulance Fees	2,026,372	1,511,428	1,800,168	1,700,310	1,400,000	-17.7%
Collections Proceeds	0	166,220	175,355	200,000	200,000	0.0%
Funding Other Sources	0	0	0	0	113,361	100.0%
Total Operating Revenue	2,026,372	1,677,648	1,975,523	1,900,310	1,713,361	-9.8%

AMBULANCE FUND - FUND 66

EXPENSE STATEMENT

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Tentative 2016-2017	Percent Change
OPERATING EXPENSES						
OPERATIONS						
Permanent Employees	927,987	871,293	822,530	894,703	762,280	-14.8%
Overtime	25,888	13,938	15,346	46,970	46,970	0.0%
Additional Pay	100	0	0	0	0	0.0%
Employee Benefits	397,730	384,160	356,187	399,301	348,914	-12.6%
Uniform Allowance	16,125	14,775	17,550	20,400	16,800	-17.6%
Travel/Training	0	0	0	5,825	5,825	0.0%
Office Supplies	0	0	0	2,390	2,390	0.0%
Equipment Maint.	379	0	0	2,987	2,987	0.0%
Gas/Diesel	29,520	32,040	25,321	30,588	30,588	0.0%
Auto Maintenance	32,340	22,144	30,296	52,974	52,974	0.0%
Auto Parts	42,458	26,645	28,254	43,000	43,000	0.0%
Billing Services	119,151	98,579	117,265	165,000	165,000	0.0%
General Health	0	0	0	7,650	7,650	0.0%
Insurance	0	0	4,332	0	0	0.0%
Public Safety Supplies	63,893	38,128	46,716	93,450	93,450	0.0%
Depreciation	186,915	193,735	200,498	106,248	108,316	1.9%
Total Operating Expenses	1,842,486	1,695,437	1,664,295	1,871,486	1,687,144	-9.9%
NON-OPERATING EXPENSES:						
Lease Agreement	1,490	738	2,246	28,824	26,217	-9.0%
Transfer Out	0	0	244,845	0	0	0.0%
Transfer In	(607,414)	(15,874)	0	0	0	0.0%
Total Non-Operating Expenses	(605,924)	(15,136)	247,091	28,824	26,217	-9.0%
Total Expenses	1,236,562	1,680,301	1,911,386	1,900,310	1,713,361	-9.8%
Net Income (Loss)	789,810	(2,653)	64,137	(0)	0	

ITEM #: _____
FISCAL IMPACT: \$97,094
FUNDING SOURCE: U.S. Department of Justice,
Bureau of Justice Assistance

ISSUE:

Authorize the Police Department to apply for the Justice Assistance Grant (J.A.G.) through the Department of Justice Programs. The Grant amount is \$97,094. A portion of the funds would be utilized to pay for specialized equipment and overtime for the Department's Special Investigations Unit. The other portion will be used to purchase a web-based mobile alert system entitled "CodeRed". The police department is not required to match funds as this is a non-matching grant. The 2016 J.A.G. program is a three year grant. Additional funding may be awarded in future years to continue the grant program.

SYNOPSIS:

The U.S. Department of Justice Programs is allowing the West Valley City Police Department to apply for a Justice Assistance Grant (J.A.G.). The funds may be used to purchase equipment, fund training, to fund approved programs, and pay salaries for approved programs. The procedure for allocating J.A.G. funds is a formula based on population and crime statistics in combination with a minimum allocation to ensure that each state and territory receives an appropriate share. The Edward Byrne Memorial Justice Assistance Grant Program will allow states and local governments to support a broad range of activities to improve the criminal justice system. J.A.G. replaced the Byrne Formula and Local Law Enforcement Block Grant programs

BACKGROUND:

Police Chief L. Russo is re-instituting the police department's Special Investigations Unit. In order for this unit to function at its full potential, specialized equipment and funding for overtime activities are needed. A portion of the 2016 J.A.G. will be used to cover these costs.

Additionally, the Department will be purchasing a web-based mobile alert system called "CodeRed". CodeRed allows for immediate and effective communication between a police department and its citizens by way of alerts via email or mobile devices. CodeRed also provides lines of communication for internal notifications within a police department.

RECOMMENDATION:

Approve the application packet for submission to the U.S. Department of Justice, Justice Assistance Grant.

SUBMITTED BY:

Lee Russo, Police Chief

WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE WEST VALLEY
CITY POLICE DEPARTMENT TO APPLY FOR JUSTICE
ASSISTANCE GRANT (J.A.G.) THROUGH THE U.S.
DEPARTMENT OF JUSTICE PROGRAMS.**

WHEREAS, the West Valley City Police Department (the “Department”) desires to apply for a Justice Assistance Grant (“J.A.G.”) through the U.S. Department of Justice Programs; and

WHEREAS, the J.A.G. is a three year non-matching grant in the amount of \$97,094.00; and

WHEREAS, the funds will be used to pay for specialized equipment, overtime for the Department’s Special Investigations Unit and a web-based mobile alert system entitled “CodeRed”; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to support the Department’s grant application; and

WHEREAS, a public hearing to consider the proposed grant was held on August 9, 2016, at 6:30 p.m., in the City Council Chambers located at 3600 Constitution Boulevard, West Valley City, Utah;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the West Valley City Police Department is hereby authorized to apply for the Justice Assistance Grant through the U.S. Department of Justice Programs for an amount not to exceed \$97,094.00.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

ID 7224 2016 J.A.G Resolution
06/29/2016

J.A.G. FY 2016

Justice Assistance Grant

Submitted to:

**Bureau of Justice Assistance
Office of Justice Programs**

U.S. Department of Justice

By:

**West Valley City Police Department
West Valley City, Utah**

PROGRAM NARRATIVE

The West Valley City Police Department is committed to improving police services to the community and to this end, we are constantly seeking out and examining new ideas, technology, and resource management. As we work to meet the community's needs, we are also continually exploring all possible options to reduce the costs of providing these services to our citizens and increasing their level of satisfaction.

Chief L. Russo will be re-instituting the West Valley City Police Special Investigations Unit (SIU) in the next couple of months. Made up of one lieutenant, one sergeant, and four detectives, this unit is responsible for investigating violent gang members, organized crime, or any other plague in our city. During the course of their daily activities, they will find themselves conducting surveillance, monitoring suspect activities, serving high-risk warrants, participating in raids, and every other activity one would expect to encounter during routine police work.

It will be imperative that the SIU be properly equipped to effectively execute their duties and to remain as safe as possible. Equipment to be purchased comes in the form of night-vision goggles, GPS trackers, ballistic helmets, rifle plates, Colt M-4 rifles, and other basic equipment such as a Molle system vest carrier with various accessories.

The Department is always looking for ways to build positive relationships of trust with the community it serves. CodeRED is a web-based mobile alert system that allows a police department to deliver instantaneous messages to whomever has downloaded the CodeRED application to their smart phone or mobile device. When the department desires to disseminate vital information or advisories to the public, it creates a geofence around a particular geographical area. A message is generated and then sent to the mobile device of anyone who

crosses the boundary into that geofence. For instance, if there is a significant increase the number of vehicle burglaries at the mall during the Christmas Season, a geofence would be drawn around the mall boundaries and a message, warning mall shoppers to not leave Christmas gifts in plain view, would be sent to their mobile device as they enter the parking lot. These notifications can be used for any number of reasons to include lost children, found children, traffic congestion warnings, health advisories, increase in criminal activity, natural disaster or critical incident updates, etc. The Department would advertise the use of CodeRED and encourage its citizens to download the application to their mobile devices.

CodeRED also works as an internal notification system. Instead of sending group texts to specific groups or individuals, CodeRED can be used to make these notifications with much more ease and speed. The program will also show who has read the notification and provide a stamp with the date and time. The notifications and all of the information associated with each one can be archived and reviewed at a later date if needs be.

The West Valley City Police Department is currently using ViewCommander 5 to operate several IP cameras throughout the city. Technology is always improving and advancing and the latest version of ViewCommander is version 7. Version 7 allows for better remote access and viewing of the IP cameras. It also allows the system administrator to change system settings from a remote location, which ViewCommander 5 does not do. An upgrade to ViewCommander 7 would enhance the Department's ability to capture important surveillance footage from the IP cameras.

As with most police departments in the United States, the West Valley City Police Department 's budget is tight, allowing for very little more than the absolute necessary in

equipment, supplies, and overtime. We are fortunate enough to have the support of our City Council, our Mayor, and our citizens as we move forward and find new ways to combat crime. However, without funding from the FY 2016 Edward Byrne Memorial Justice Assistance Grant, our agency would be unable to make these purchases and therefore, provide the technology and services that our citizens deserve.

Collecting and reporting the required data for this solicitation would not be an issue for the West Valley City Police Department. A meticulous accounting and reporting program has been established for each grant our agency receives. Each and every activity that takes place with grant funding is properly documented in detail. Digital copies of invoices are made and expenditures are promptly recorded. Routine internal audits are conducted to ensure accuracy. This process has made it very easy to report any and all required information to the Bureau of Justice Assistance.

**2016 JAG
West Valley City, Utah**

BUDGET DETAIL WORKSHEET

A. Personnel Sub-Total \$20,572

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Special Investigations Unit Overtime	Approximately 548 hours of overtime @ +- \$37.50/hr	\$20,572

B. Fringe Benefits Sub-Total \$0

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
NONE		

C. Travel Sub-Total \$0

<u>Purpose of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
NONE				

D. Equipment Sub-Total \$76,522

Night Vision Goggles (1 pair)	\$2,830
GPS Trackers (4 plus 3yrs service fees)	\$11,180
Ballistic Helmets (6)	\$3,000
Rifle Plates (6)	\$2,040
Rifles (6)	\$8,400
Basic Equipment for 6 Officers (molle system vest carrier, thigh holster, mag pouches, etc)	\$7,872
Code Red Computer Software	\$40,000
ViewCommander 7 Software	\$1,200

E. Supplies	Sub-Total	\$0
--------------------	-----------	-----

NONE

F. Construction	Sub-Total	\$0
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NONE

G. Consultant/Contracts	Sub-Total	\$0
--------------------------------	-----------	-----

NONE

H. Other	Sub-Total	\$0
-----------------	-----------	-----

NONE

I. Indirect Costs	Sub-Total	\$0
--------------------------	-----------	-----

NONE

BUDGET SUMMARY

Budget Category	Amount
A. Personnel	\$20,572
B. Fringe Benefits	\$0
C. Travel	\$0
D. Equipment	\$76,522
E. Supplies	\$0
F. Construction	\$0
G. Consultant/Contracts	\$0
H. Other	\$0
I. Indirect Costs	\$0

TOTAL PROJECT COSTS \$97,094

Federal Request \$97,094

2016 JAG
West Valley City, Utah

BUDGET NARRATIVE

A. Personnel **\$20,572**

Overtime for the Special Investigations Unit to allow them to function most effectively.

B. Fringe Benefits **\$0**

There will be no expenses in this category.

C. Travel **\$0**

There will be no expenses in this category.

D. Equipment **\$76,522**

Night Vision Goggles **\$2,830**

Surveillance tool used by SIU members to track activities of suspects in low-light situations

GPS Trackers (4) (plus 3 year service fees) **\$11,180**

Tracking tools used by SIU members to record activities of suspects

Ballistic Helmets (6) **\$3,000**

Worn by SIU members during high-risk activities such as search warrants and raids

Rifle Plates (6) **\$2,040**

Worn by SIU members in their ballistic vests due to the high-risk activities in which they often engage

Colt M-4 Rifles (6) **\$8,400**

Used as an offensive weapon by SIU members in high-risk situations and circumstances

Basic Equipment (6) (Molle system vest carriers, thigh holsters, mag pouch, handcuff pouch, etc) **\$7,872**

Tactical gear used by SIU members for regular operations as well as high-risk situations

CodeRED Computer Software **\$40,000**

Web-based mobile alert system for instantaneous communication between the department and citizens. Also used for internal communication.

ViewCommander 7 Software **\$1,200**

Upgrade from ViewCommander 5 to allow for better remote access to IP cameras as well as permitting the system administrator to remotely change system settings.

E. Supplies **\$0**

There will be no expenses in this category.

F. Construction **\$0**

There will be no expenses in this category.

G. Consultant/Contracts **\$0**

There will be no expenses in this category.

H. Other **\$0**

There will be no expenses in this category.

I. Indirect Costs **\$0**

There will be no expenses in this category.

FY 2016 BJA Justice Assistance

ABSTRACT

NAME: West Valley City

TITLE OF PROJECT: West Valley City Police FY 2016/2017 Intel Gathering and Emergency Management Program

DESCRIPTION OF THE PROBLEM: The West Valley City Police Department is aspiring to equip itself with the ability to better track drug activity, gangs, and organized crime. To this end, a computer program entitled GRIP has already been purchased. To help manage this program and project, the Police Chief wishes to re-institute the West Valley City Police Special Investigations Unit which was temporarily disbanded 18 months ago due to manpower issues. This specialized unit focused primarily on the before-mentioned areas; drug activity, gangs, and organized crime. Cooperative partnerships with outside agencies and local entities were formed and found to be very effective. Specialized equipment and overtime needs will need to be met for the Special Investigations Unit.

Additionally, the WVCPD wants to purchase a web-based program entitled CodeRED. CodeRED would allow us to quickly disseminate information both internally and locally regarding rapidly-unfolding incidents, allowing our agency to respond to and quickly manage those occurrences.

Finally, an upgrade in the computer software used to control and view footage from our IP cameras has been requested. ViewCommander 5 is currently being used and we would like to purchase ViewCommander 7.

TARGETED AREA/POPULATION: West Valley City is geographically located on the western side of the Salt Lake Valley in Utah. The current population is just over 130,000 and covers 35.5 square miles. Our agency handles the highest amount of calls for service per capita (180,990 in 2015) in the State of Utah.

PROJECT GOALS AND OBJECTIVES: Our goal is to have a significant impact on every type of crime within our city and to be able to better inform our citizens.

DESCRIPTION OF PROJECT STRATEGY: Re-institute the Special Investigations Unit, purchase the necessary equipment they need to be effective, and provide them with an overtime budget. Purchase Code Red so that we may keep our citizens better informed.

SIGNIFICANT PARTNERSHIPS: N/A

ANTICIPATED OUTCOMES: We expect a significant decline in drug activity, gang activity, and organized crime as the Special Investigations Unit reforms and begins to function once again. We also expect to strengthen our line of communication between the Department and our

citizens, keeping them better informed of rapidly-evolving incidents or important information in general.

PROJECT IDENTIFIERS: 1. Computer Software
2. Drugs
3. Equipment-Tactical
4. Gangs
5. Overtime

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP) [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year (FY) 2016 Local Solicitation Applications Due: June 30, 2016

Eligibility

Eligible applicants are limited to units of local government appearing on the FY 2016 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/16jagallocations.html. For JAG Program purposes, a unit of local government is a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribal government that perform law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff.

Deadline

Applicants must register in the [OJP Grants Management System \(GMS\)](#) prior to submitting an application for this funding opportunity. Registration is required for all applicants, even those previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by **due by 5:00 p.m. eastern time on June 30, 2016**.

For additional information, see [How to Apply](#) in Section [D. Application and Submission Information](#).

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 888-549-9901, option 3 or via email at GMS.HelpDesk@usdoj.gov. The [GMS](#) Support Hotline hours of operation are Monday – Friday from 6:00 a.m. to midnight eastern time, except federal holidays.

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must email the contact identified below **within 24 hours after the application deadline** and request approval to submit their application. Additional information on reporting technical issues is found under “Experiencing Unforeseen GMS Technical Issues” in the [How to Apply](#) section.

For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday. You may also contact your [State Policy Advisor](#).

Release date: May 16, 2016

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2016 Local Solicitation (CFDA #16.738)

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. § 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement; prosecution and court programs; prevention and education programs; corrections and community corrections; drug treatment and enforcement; crime victim and witness initiatives; and planning, evaluation, and technology improvement programs.

Program-Specific Information

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections, community corrections and reentry programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

Additionally, BJA reminds applicants that the JAG program allows funding for broadband deployment and adoption activities as they relate to criminal justice activities.

JAG Priority Areas

BJA recognizes that there are significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make State Administering Agencies (SAAs) and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level. The following priorities represent key areas where BJA will be focusing nationally and encourages each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership:

Reducing Gun Violence

Gun violence has touched nearly every state, local, and tribal government in America. BJA continues to encourage states and localities to invest valuable JAG funds in programs to combat gun violence, enforce existing firearms laws, and improve the process for ensuring that persons prohibited from purchasing or owning guns are prevented from doing so by enhancing reporting to the FBI's [National Instant Criminal Background Check System \(NICS\)](#).

While our nation has made great strides in reducing violent crime, some municipalities and regions continue to experience unacceptable levels of violent crime at rates far in excess of the national average. In 2014, as part of BJA's longstanding commitment to support effective strategies to reduce violent crime, BJA launched the [Violence Reduction Network](#) (VRN). By the end of FY 2016, 10 VRN sites, working with a broad network of federal, state, and local partners, will be implementing data-driven evidence-based strategies to reduce deeply entrenched violent crime in their communities. States and localities can support VRN sites by investing JAG funds in technology, crime analysis, training, and community-based crime reduction programs in VRN communities. For information on VRN, see www.bja.gov/Programs/VRN.html.

Body-Worn Cameras, Storage, and Policies

Law enforcement agencies across the country are equipping their officers with body-worn cameras (BWCs) to increase transparency and build community trust. The important benefits of BWCs, and the challenges in implementing BWC programs, are highlighted in several recent publications: see the Office of Justice Programs' Diagnostic Center report [Police Officer Body-Worn Cameras: Assessing the Evidence](#), and the COPS Office and Police Executive Research Forum paper, [Implementing A Body-Worn Camera Program: Recommendations and Lessons Learned](#).

JAG funding is an important potential source of funding for law enforcement agencies implementing new BWC programs or enhancing existing programs. JAG funds may be used to purchase BWCs and for costs associated with the BWC program, such as storage and policy development. Similarly, SAAs are encouraged to use either their Variable Pass-Through (VPT) or their "less than \$10,000" funding that is added into the state award to set aside funds to assist small departments in implementing BWC programs. Grantees who wish to use JAG funds to purchase BWC equipment, or to implement or enhance BWC programs, must certify that they or the law enforcement agency receiving the BWC funding have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. A copy of the required BWC certification can be found at www.bja.gov/Funding/BodyWornCameraCert.pdf.

The BJA [BWC Toolkit](#) provides model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

National Incident-Based Reporting System (NIBRS)

The FBI has formally announced its intentions to establish NIBRS as the law enforcement (LE) crime data reporting standard for the nation. The transition to NIBRS will provide a more complete and accurate picture of crime at the national, state, and local level. Once this transition is complete, the FBI will no longer collect summary data and will only accept data in the NIBRS format and JAG awards will be based on submitted NIBRS data. Transitioning all law enforcement agencies to NIBRS is the first step in gathering more comprehensive crime data. State and local JAG grantees are encouraged to use JAG funds to expedite the transition to NIBRS in their jurisdictions.

Justice System Reform and Reentry

There is growing bipartisan support for Justice Systems Reform and Reentry. A promising approach to justice systems reform is the [Justice Reinvestment Initiative](#) (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 30 states have used the justice reinvestment process to control spiraling incarceration costs and reinvest

in evidence-based criminal justice programs and strategies. Strategic investments of JAG funds to implement JRI legislation and policy changes in JRI states can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. For state-by-state information on JRI, please visit the [JRI Sites web page](#).

Over the past seven years, DOJ has partnered with state, local, and tribal agencies and national organizations to support hundreds of reentry programs across the country to provide job training, healthcare, housing, treatment, and other services to individuals returning to our communities from prisons and jails. The demand for effective reentry services remains high. More than 600,000 men and women leave our prisons every year and more than 11 million people cycle through our jails. Investments of JAG funds to support reentry efforts at the state and local level will pay dividends for returning citizens and for public safety in America. A summary of research-based reentry strategies is available on the [National Reentry Resource Center's What Works in Reentry Clearinghouse](#) along with a map identifying federally funded Second Chance Act Reentry programs at the state and local level. (See <https://csgjusticecenter.org/nrrc>).

Public Defense

Another key priority area is support for improving public defense delivery systems. To support this priority in November 2015, BJA established the Right to Counsel National Consortium (www.rtcnationalcampaign.org) to spearhead a national conversation on how to ensure the Sixth Amendment Right to Counsel for every individual. BJA continues to encourage states and SAAs to use JAG funds to ensure that no person faces the loss of liberty without first having the aid of a lawyer with the time, ability, and resources to present an effective defense. Currently, across the nation public defense reform is being supported by governors, state legislators, chief judges and local communities. Research shows that early appointment of counsel can decrease jail and prison stays and produce better outcomes for defendants and communities. Many of these successes are guided by the American Bar Association's Ten Principles of a Public Defense Delivery System, which are recommendations for government officials and other parties who are charged with improving public defense delivery systems (http://www.americanbar.org/content/dam/aba/administrative/legal_aid_indigent_defendants/ls_sclaid_def_tenprinciplesbooklet.authcheckdam.pdf).

Improving Mental Health Services

Many people with mental illness enter the criminal justice system without a diagnosis or with untreated mental illness. Screening and assessment is critical to identify and provide appropriate referrals to treatment. This is an issue that impacts numerous facets of the criminal justice system. BJA encourages states to utilize JAG funding in support of programs and policy changes aimed at identifying and treating people with severe mental illness to divert when appropriate, treat during incarceration, and engage in appropriate pre-release planning for the provision of community treatment (see [JMHCP Resources](#)). BJA provides training and technical assistance (TTA) to grantees and non-grantees (states, jurisdictions) to increase enrollment in health care plans (increase linkages to health care providers) that can increase access to treatment for improved mental health outcomes. Information can be found at www.bjatrain.org.

DOJ Universal Accreditation w/Forensic Service Providers

In 2015, the National Commission on Forensic Science (NCFS) announced recommendations on strengthening the field of forensic science. There are a number of key principles, which include promoting universal accreditation and finding ways to improve upon medical-legal

investigative processes. For additional information on these recommendations, please review the [New Accreditation Policies to Advance Forensic Science](#). The JAG program provides broad-based support to states and local jurisdictions across the nation in order to strengthen our criminal justice system, including the forensic sciences. As such, BJA encourages investments of JAG funds for programs and activities related to forensic work, including accreditation of forensic labs.

Goals, Objectives, and Deliverables

The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425), performance metrics reports, and semi-annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making, program development, and program implementation in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates
- Integrating evidence into program, practice, and policy decisions within OJP and the field
- Improving the translation of evidence into practice

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. The [OJP CrimeSolutions.gov](https://www.ojp.gov/crimesolutions) website is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

1. A useful matrix of evidence-based policing programs and strategies is available through the [Center for Evidence-Based Crime Policy](https://www.georgetown.edu/center-for-evidence-based-crime-policy) at George Mason University. BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA “Smart Suite” of programs including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense, Smart Prosecution, Smart Reentry and others (see <https://www.bja.gov/programs/crppe/smartsuite.htm>). BJA encourages states to use JAG funds to support these “smart on crime” strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

BJA Success Stories

The [BJA Success Story web page](#) was designed to identify and highlight projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page will be a valuable resource for states, localities, territories, tribes,

and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit annual (or more frequent) success stories.**

If you have a Success Story you would like to submit, sign in to your [My BJA account](#) to access the Success Story Submission form. If you do not have a [My BJA account](#), please [register](#). Once you register, one of the available areas on your *My BJA* page will be "My Success Stories." Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the [BJA Success Story web page](#).

B. Federal Award Information

BJA estimates that it will make up to 1,161 local awards totaling an estimated \$86.4 million.

Awards of at least \$25,000 are four years in length, and award periods will be from October 1, 2015 through September 30, 2019. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no less than 30 days prior to the grant end date.

Awards of less than \$25,000 are two years in length, and award periods will be from October 1, 2015 through September 30, 2017. Extensions of up to two years can be requested for these awards via GMS no less than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Eligible allocations under JAG are posted annually on BJA's JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

Type of Award¹

BJA expects that it will make any award from this solicitation in the form of a grant.

JAG awards are based on a statutory formula as described below:

Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG

¹ See generally 31 U.S.C. §§ 6301-6305 (defines and describes various forms of federal assistance relationships, including grants and cooperative agreements [a type of grant]).

funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.

3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state's 3-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including any recipient or subrecipient funded in response to this solicitation that is a pass-through entity²) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303:

- (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the recipient (and any subrecipient) is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- (c) Evaluate and monitor the recipient's (and any subrecipient's) compliance with statutes, regulations, and the terms and conditions of Federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the recipient (or any subrecipient) considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

In order to better understand administrative requirements and cost principles, applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training available [here](#).

² For purposes of this solicitation (or program announcement), "pass-through entity" includes any entity eligible to receive funding as a recipient or subrecipient under this solicitation (or program announcement) that, if funded, may make a subaward(s) to a subrecipient(s) to carry out part of the funded program.

Budget Information

Administrative Funds – Grant recipients may use up to 10 percent of the JAG award, including up to 10 percent of any earned interest, for costs associated with administering funds. Administrative funds (when utilized) must be tracked separately and recipients must report on SF-425s those expenditures that specifically relate to each grant number and established grant period. Additionally, recipients and subrecipients are prohibited from commingling funds on a program-by-program or project-by-project basis. More specifically, administrative funds under JAG are utilized for the same purpose each year (i.e., the administration of JAG funding) and therefore not considered separate programs/projects (commingling is not occurring) when utilized across all active JAG awards.

Disparate Certification – A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Supplanting – Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA's JAG web page for examples of supplanting.

Leveraging of Grant Funds – Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

Trust Fund – Units of Local Government may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw down on a reimbursement basis rather than in advance.

Prohibited and Controlled Uses – The [JAG Prohibited and Controlled Expenditures Guidance](#) represents a combination of BJA-controlled items and those controlled under the [Executive Order on “Federal Support for Local Law Enforcement Equipment Acquisition”](#) that was signed on January 16, 2015. The guidance contains:

1. Table of all prohibited expenditures (strictly unallowable expenditures under JAG).
2. Table of all controlled expenditures (expenditures which require prior written approval from BJA under JAG; including UAV guidance checklist).
3. Controlled Expenditures Justification Template (must be completed and submitted for any JAG controlled expenditures request to be considered for approval by BJA).
4. Overall Controlled Expenditure/Equipment Guidance (should be reviewed in conjunction with the template prior to controlled expenditures request(s) being submitted to BJA).
5. Standards for State, Local and Tribal Law Enforcement Agencies for the Acquisition of Controlled Equipment with Federal Resources.

Additional information on JAG controlled and prohibited expenditures, along with the process for requesting prior approval from BJA to expend funds on controlled items, can be found within the [JAG FAQs](#).

Cost Sharing or Matching Requirement

This solicitation does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

Pre-Agreement Cost (also known as Pre-award Cost) Approvals

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does not typically approve pre-agreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. If approved, pre-agreement costs could be paid from grant funds consistent with a grantee’s approved budget, and under applicable cost standards. However, all such costs prior to award and prior to approval of the costs are incurred at the sole risk of an applicant. Generally, no applicant should incur project costs before submitting an application requesting federal funding for those costs. Should there be extenuating circumstances that appear to be appropriate for OJP’s consideration as pre-agreement costs, the applicant should contact the point of contact listed on the title page of this announcement for details on the requirements for submitting a written request for approval. See the section on Costs Requiring Prior Approval in the [Financial Guide](#), for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully—before submitting an application—the OJP policy and guidance on conference approval, planning, and reporting available at www.ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most conference, meeting, and training costs for cooperative agreement recipients and of some conference, meeting, and training costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section under "Solicitation Requirements" in [OJP's Funding Resource Center](#).

Other JAG Requirements

Compliance with Applicable Federal Laws

Applicants for state and local JAG formula grants are required to certify compliance with all applicable federal laws at the time of application. In that regard, Members of Congress have asked the Department of Justice to examine whether jurisdictions with "sanctuary policies" (i.e., policies that either prevent law enforcement from releasing persons without lawful immigration status into federal custody for deportation, or that prevent state or local law enforcement from sharing certain information with Department of Homeland Security [DHS] officials), are in violation of 8 U.S.C. section 1373.

All applicants should understand that if OJP receives information that indicates that an applicant may be in violation of any applicable federal law, that applicant may be referred to the DOJ Office of Inspector General (OIG) for investigation; if the applicant is found to be in violation of an applicable federal law by the OIG, the applicant may be subject to criminal and civil penalties, in addition to relevant OJP programmatic penalties, including suspension or termination of funds, inclusion on the high risk list, repayment of funds, or suspension and debarment.

Law Enforcement Agency Training Information

Any law enforcement agency receiving direct or subawarded JAG funding must submit quarterly accountability metrics data related to training on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public that officers have received.

Any grantees that fail to submit this data will have their grant funds frozen.

Accountability metrics reports must be submitted through BJA's PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: <http://www.bjaperformancetools.org/help/jagdocs.html>.

Body-Worn Camera (BWC) purchases

Grantees who wish to use JAG funds to purchase BWC equipment, or to implement or enhance BWC programs, must certify that they or the law enforcement agency receiving the BWC funding have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. A copy of the required BWC certification can be found at www.bja.gov/Funding/BodyWornCameraCert.pdf.

Any grantees that wish to use JAG funds for BWC-related expenses who do not have BWC policies and procedures in place will have funds withheld until a certification is submitted and approved by BJA.

The BJA [BWC Toolkit](#) provides model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

Body Armor

Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#).

JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match. Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2016 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification **must** be signed by the Authorized Representative and **must** be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center vests@usdoj.gov or toll free at 1-877-758-3787.

A copy of the certification related to the mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Interoperable Communications

Grantees (including subgrantees) that are using FY 2016 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) should review [FY 2016 SAFECOM Guidance](#). The SAFECOM Guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov. All communications equipment purchased with grant award funding should be identified during quarterly performance metrics reporting.

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantees shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

C. Eligibility Information

For eligibility information, see the title page.

For additional information on cost sharing or matching requirements, see [Section B. Federal Award Information](#).

Limit on Number of Application Submissions

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. For more information on system-validated versions, see [How to Apply](#).

D. Application and Submission Information

What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that

preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Applicants may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant submits only one budget document, it must contain **both** narrative and detail information. Please review the “Note on File Names and File Types” under [How to Apply](#) to be sure applications are submitted in permitted formats.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., “Program Narrative,” “JAG Budget and Budget Narrative,” “Timelines,” “Memoranda of Understanding,” “Résumés”) for all attachments. Also, OJP recommends that applicants include résumés in a single file.

Failure to submit the required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant’s profile to populate the fields on this form.

Intergovernmental Review: This funding opportunity is subject to [Executive Order 12372](#). Applicants may find the names and addresses of their state’s Single Point of Contact (SPOC) at the following website: www.whitehouse.gov/omb/grants_spoc/. Applicants whose state appears on the SPOC list must contact their state’s SPOC to find out about, and comply with, the state’s process under Executive Order 12372. In completing the SF-424, applicants whose state appears on the SPOC list are to make the appropriate selection in response to question 19 once the applicant has complied with their state’s E.O. 12372 process. (Applicants whose state does not appear on the SPOC list are to make the appropriate selection in response to question 19 to indicate that the “Program is subject to E.O. 12372 but has not been selected by the State for review.”)

2. Project Abstract

Applications should include a high-quality project abstract that summarizes the proposed project in 400 words or less. Project abstracts should be:

- Written for a general public audience and submitted as a separate attachment with “Project Abstract” as part of its file name.
- Single-spaced, using a standard 12-point font (Times New Roman) with 1-inch margins
- Include applicant name, title of the project, a brief description of the problem to be addressed and the targeted area/population, project goals and objectives, a description of the project strategy, any significant partnerships, and anticipated outcomes.
- Identify up to 5 project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

As a separate attachment, the project abstract will **not** count against the page limit for the program narrative.

3. Program Narrative

Applicants must submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a joint application must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

A plan for collecting the data required for this solicitation's performance measures should also be included. To demonstrate program progress and success, as well as to assist the Department with fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants that receive funding under this solicitation must provide data that measure the results of their work done under this solicitation. **Quarterly accountability metrics reports must be submitted through BJA's PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: <http://www.bjaperformancetools.org/help/jagdocs.html>.**

BJA does not require applicants to submit performance measures data with their application. Performance measures are included as an alert that BJA will require successful applicants to submit specific data as part of their reporting requirements. For the application, applicants should indicate an understanding of these requirements and discuss how they will gather the required data, should they receive funding.

Note on Project Evaluations

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "[Research and the Protection of Human Subjects](#)" section of the [OJP's Funding Resource Center](#). Applicants whose proposals may involve a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that web page.

4. Budget Detail Worksheet and Budget Narrative

Applicants must submit a budget detail worksheet and budget narrative outlining how JAG funds, including administrative funds (up to 10% of the grant award) if applicable, will be used to

support and implement the program. Please note that if an applicant submits only one budget document, it must contain **both** narrative and detail information.

a. Budget Detail Worksheet

A sample Budget Detail Worksheet can be found at www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf. Applicants that submit their budget in a different format should include the budget categories listed in the sample budget worksheet. The Budget Detail Worksheet should be broken down by year.

b. Budget Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). **This narrative should include a full description of all costs, including administrative costs (if applicable) and how funds will be allocated across the seven allowable JAG program areas** (law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives).

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should be broken down by year.

For questions pertaining to budget and examples of allowable and unallowable costs, see the DOJ Grants Financial Guide at www.ojp.gov/financialguide/index.htm.

c. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold

If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at \$150,000, the application should address the considerations outlined in the [Financial Guide](#).

d. Pre-Agreement Costs

For information on pre-agreement costs, see “Pre-Agreement Cost Approvals” under [Section B. Federal Award Information](#).

5. Indirect Cost Rate Agreement (if applicable)

Indirect costs are allowed only under the following circumstances:

- (a) The applicant has a current, federally approved indirect cost rate; or
- (b) The applicant is eligible to use and elects to use the “de minimis” indirect cost rate described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.414(f).

Attach a copy of the federally approved indirect cost rate agreement to the application. Applicants that do not have an approved rate may request one through their cognizant federal agency, which will review all documentation and approve a rate for the applicant organization, or, if the applicant’s accounting system permits, costs may be allocated in the direct cost categories. For the definition of Cognizant Federal Agency, see the “Glossary of Terms” in the [Financial Guide](#). For assistance with identifying your cognizant agency, please contact the Customer Service Center at 1-800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf.

In order to use the “de minimis” indirect rate, attach written documentation to the application that advises OJP of both the applicant’s eligibility (to use the “de minimis” rate) and its election. If the applicant elects the “de minimis” method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as you choose to negotiate a federally approved indirect cost rate.³

6. Tribal Authorizing Resolution (if applicable)

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants unable to submit an application that includes a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe’s governance structure, should, at a minimum, submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, BJA will make use of and access to funds contingent on receipt of the fully-executed legal documentation.

7. Applicant Disclosure of High Risk Status

Applicants that are currently designated high risk by another federal grant making agency must disclose that status. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated

³ See 2 C.F.R. § 200.414(f).

high risk by another federal grant making agency, the applicant must email the following information to OJPComplianceReporting@usdoj.gov at the time of application submission:

- The federal agency that currently designated the applicant as high risk
- Date the applicant was designated high risk
- The high risk point of contact name, phone number, and email address, from that federal agency
- Reasons for the high risk status

OJP seeks this information to ensure appropriate federal oversight of any grant award. Disclosing this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

8. Additional Attachments

a. Review Narrative

Applicants **must** submit information documenting that the date the JAG application was made available for review by the governing body of the state, or to an organization designated by that governing body, was not less than 30 days before the application was submitted to BJA. If the 30 governing body requirement cannot be met before the application deadline, a withholding special condition will be placed on the award until the governing body requirement can be met. The attachment must also specify that an opportunity to comment was provided to citizens prior to application submission to the extent applicable law or established procedures make such opportunity available.

Below are notification language templates that can be utilized in completing this section of the application.

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to the (**provide name of governing body**) for its review and comment on (**provide date**); or intends to do so on (**provide date**).

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to citizens for comment prior to application submission by (**provide means of notification**); or the application has not yet been made available for public review/comment.

b. Memorandum of Understanding (if applicable)

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU must be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

c. Applicant Disclosure of Pending Applications

Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name
- The point of contact information at the applicable funding agency

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/Email for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Applicants should include the table as a separate attachment to their application. The file should be named "Disclosure of Pending Applications."

Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., "[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.").

d. Research and Evaluation Independence and Integrity

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity, both in this proposal and as it may relate to the applicant's other current or prior related projects. This documentation may be included as an attachment to the application which addresses BOTH i. and ii. below.

i. For purposes of this solicitation, applicants must document research and evaluation independence and integrity by including, at a minimum, one of the following two items:

- a. A specific assurance that the applicant has reviewed its proposal to identify any research integrity issues (including all principal investigators and subrecipients) and it has concluded that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of part of its staff, consultants, and/or subrecipients responsible for the research and evaluation or on the part of the applicant organization;

OR

- b. A specific listing of actual or perceived conflicts of interest that the applicant has identified in relation to this proposal. These conflicts could be either personal (related to specific staff, consultants, and/or subrecipients) or organizational (related to the applicant or any subgrantee organization). Examples of potential investigator (or other personal) conflict situations may include, but are not limited to, those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.

ii. In addition, for purposes of this solicitation applicants must address the issue of possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:

- a. If an applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. Applicants MUST also include an explanation of the specific processes and

procedures that the applicant will put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

OR

- b. If the applicant has identified specific personal or organizational conflicts of interest in its proposal during this review, the applicant must propose a specific and robust mitigation plan to address conflicts noted above. At a minimum, the plan must include specific processes and procedures that the applicant will put in place to eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

Considerations in assessing research and evaluation independence and integrity will include, but are not limited to, the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

9. Financial Management and System of Internal Controls Questionnaire

In accordance with the Part 200 Uniform Requirements as set out at [2 C.F.R. 200.205](#), federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a federal award. To facilitate part of this risk evaluation, **all** applicants (other than an individual) are to download, complete, and submit this [form](#).

10. Disclosure of Lobbying Activities

Any applicant that expends any funds for lobbying activities is to provide the detailed information requested on the form, Disclosure of Lobbying Activities ([SF-LLL](#)).

How to Apply

Applicants must submit applications through the [Grants Management System \(GMS\)](#), which provides support for the application, award, and management of awards at OJP. Applicants **must register in GMS for each specific funding opportunity**. Although the registration and submission deadlines are the same, OJP urges applicants to **register immediately**, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.gov/gmscbt/. Applicants that experience technical difficulties during this process should email GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), Monday–Friday from 6:00 a.m. to midnight, Eastern Time, except federal holidays. OJP recommends that applicants **register promptly** to prevent delays in submitting an application package by the deadline.

Note on File Types: GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

OJP may not make a federal award to an applicant organization until the applicant organization has complied with all applicable DUNS and SAM requirements. Individual applicants must comply with all Grants.gov requirements. If an applicant has not fully complied with the requirements by the time the federal awarding agency is ready to make a federal award, the federal awarding agency may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

All applicants should complete the following steps:

- 1. Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget (OMB) requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving Federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.
- 2. Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status. SAM registration and renewal can take as long as 10 business days to complete.

Information about SAM registration procedures can be accessed at www.sam.gov.
- 3. Acquire a GMS username and password.** New users must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](#) home page. For more information on how to register in GMS, go to www.ojp.gov/gmscbt.
- 4. Verify the SAM (formerly CCR) registration in GMS.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.
- 5. Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select BJA and the **FY 16 Edward Byrne Memorial Local Justice Assistance Grant (JAG) Program**.
- 6. Register by selecting the “Apply Online” button associated with the funding opportunity title.** The search results from step 5 will display the funding opportunity title

along with the registration and application deadlines for this funding opportunity. Select the “Apply Online” button in the “Action” column to register for this funding opportunity and create an application in the system.

- 7. Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application **at least 72 hours prior** to the application due date.

Note: Duplicate Applications

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. See Note on “File Names and File Types” under [How to Apply](#).

Experiencing Unforeseen GMS Technical Issues

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must contact the [GMS Help Desk](#) or the [SAM Help Desk](#) (Federal Service Desk) to report the technical issue and receive a tracking number. Then the applicant must email the BJA contact identified in the Contact Information section on page 2 **within 24 hours after the application deadline** and request approval to submit their application. The email must describe the technical difficulties and include a timeline of the applicant’s submission efforts, the complete grant application, the applicant’s DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA does not approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant’s request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- Failure to register in SAM or GMS in sufficient time (SAM registration and renewal can take as long as 10 business days to complete)
- Failure to follow GMS instructions on how to register and apply as posted on the GMS website
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant’s computer or information technology environment, including firewalls, browser incompatibility, etc.

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding [web page](#) at <http://ojp.gov/funding/index.htm>.

E. Application Review Information

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable,

measurable, and achievable, as well as consistent with the solicitation. BJA will also review applications to ensure statutory requirements have been met.

OJP reviews applications for potential awards to evaluate the risks posed by applicants before they receive an award. This review may include but is not limited to the following:

1. Financial stability and fiscal integrity
2. Quality of management systems and ability to meet the management standards prescribed in the Financial Guide
3. History of performance
4. Reports and findings from audits
5. The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on award recipients

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices

OJP sends award notification by email through GMS to the individuals listed in the application as the point of contact and the authorizing official. The email notification includes detailed instructions on how to access and view the award documents, and how to accept the award in GMS. GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date (by September 30, 2016). Recipients will be required to login; accept any outstanding assurances and certifications on the award; designate a financial point of contact; and review, sign, and accept the award. The award acceptance process involves physical signature of the award document by the authorized representative and the scanning of the fully-executed award document to OJP.

Administrative, National Policy, and other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the agency-approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements, including but not limited to OMB, DOJ, or other federal regulations which will be included in the award, incorporated into the award by reference, or are otherwise applicable to the award. OJP strongly encourages prospective applicants to review the information pertaining to these requirements **prior** to submitting an application. To assist applicants and recipients in accessing and reviewing this information, OJP has placed pertinent information on its [Solicitation Requirements](#) page of [OJP's Funding Resource Center](#) website.

Please note in particular the following two forms, which applicants must accept in GMS prior to the receipt of any award funds, as each details legal requirements with which applicants must provide specific assurances and certifications of compliance. Applicants may view these forms in the Apply section of [OJP's Funding Resource Center](#) and are strongly encouraged to review and consider them carefully prior to making an application for OJP grant funds.

- [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#)

- [Standard Assurances](#)

Upon grant approval, OJP electronically transmits (via GMS) the award document to the prospective award recipient. In addition to other award information, the award document contains award terms and conditions that specify national policy requirements⁴ with which recipients of federal funding must comply; uniform administrative requirements, cost principles, and audit requirements; and program-specific terms and conditions required based on applicable program (statutory) authority or requirements set forth in OJP solicitations and program announcements, and other requirements which may be attached to appropriated funding. For example, certain efforts may call for special requirements, terms, or conditions relating to intellectual property, data/information-sharing or -access, or information security; or audit requirements, expenditures and milestones; or publications and/or press releases. OJP also may place additional terms and conditions on an award based on its risk assessment of the applicant, or for other reasons it determines necessary to fulfill the goals and objectives of the program.

Prospective applicants may access and review the text of mandatory conditions OJP includes in all OJP awards, as well as the text of certain other conditions, such as administrative conditions, via OJP's [Mandatory Award Terms and Conditions](#) page of [OJP's Funding Resource Center](#).

General Information about Post-Federal Award Reporting Requirements

Recipients must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, an annual audit report in accordance with the Part 200 Uniform Requirements, if applicable, and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System ([FSRS](#)) as necessary. Future awards and fund drawdowns may be withheld if reports are delinquent.

Special Reporting requirements may be required by OJP depending on the statutory, legislative or administrative requirements of the recipient or the program.

G. Federal Awarding Agency Contact(s)

For Federal Awarding Agency Contact(s), see title page.

For contact information for GMS, see title page.

H. Other Information

Provide Feedback to OJP

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

⁴ See generally 2 C.F.R. 200.300 (provides a general description of national policy requirements typically applicable to recipients of federal awards, including the Federal Funding Accountability and Transparency Act of 2006 [FFATA]).

IMPORTANT: This email is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or email listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please email your resume to ojppeerreview@lmsolas.com. The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

Application Checklist
Edward Byrne Memorial Justice Assistance Grant (JAG) Program:
FY 2016 Local Solicitation

This application checklist has been created to assist in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- _____ Acquire a DUNS Number (see page 23)
- _____ Acquire or renew registration with SAM (see page 23)

To Register with GMS:

- _____ For new users, acquire a GMS username and password* (see page 23)
- _____ For existing users, check GMS username and password* to ensure account access (see page 23)
- _____ Verify SAM registration in GMS (see page 23)
- _____ Search for correct funding opportunity in GMS (see page 23)
- _____ Select correct funding opportunity in GMS (see page 23)
- _____ Register by selecting the “Apply Online” button associated with the funding opportunity title (see page 23)
- _____ Read OJP policy and guidance on conference approval, planning, and reporting available at [Post Award Requirements](#) (see page 11)
- _____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 24)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

General Requirements:

- _____ Review [Solicitation Requirements](#) web page in the OJP Funding Resource Center.

Scope Requirement:

- _____ The federal amount requested is within the allowable limit(s) of the FY 2016 JAG Allocations List as listed on BJA’s [JAG web page](#)

Eligibility Requirement:

- _____ State/Territory listed as the legal name on the application corresponds with the eligible State/Territory listed on BJA’s [JAG web page](#)

What an Application Should Include:

- _____ Application for Federal Assistance (SF-424) (see page 15)
- _____ Intergovernmental Review (see page 15)
- _____ Project Abstract (see page 15)
- _____ Program Narrative (see page 16)
- _____ Budget (see page 17)
- _____ Budget Narrative (see page 17)
- _____ Indirect Cost Rate Agreement (if applicable) (see page 18)
- _____ Tribal Authorizing Resolution (if applicable) (see page 18)
- _____ Applicant Disclosure of High Risk Status (If applicable see page 18)
- _____ Additional Attachments (see page 19)
 - _____ Review Narrative (see page 19)
 - _____ Applicant Disclosure of Pending Applications (see page 20)
 - _____ Research and Evaluation Independence and Integrity (see page 20)
- _____ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 22)
- _____ Financial Management and System of Internal Controls Questionnaire (see page 22)

Item: _____

Fiscal Impact: _____

Funding Source: _____

Account #: _____

Budget Opening Required:

ISSUE:

A resolution authorizing the West Valley City Council to acknowledge and support the construction of a Veterans Memorial Hall located within West Valley City or any other jurisdiction in the State of Utah.

SYNOPSIS:

The Veteran's Hall Foundation is asking the West Valley City Council to support them in their efforts to build a Veterans Memorial Hall by adopting the resolution.

BACKGROUND:

The State of Utah does not currently have a Veterans Memorial Hall specifically built not only as a memorial but a gathering place for families to honor and recognize Utah Veterans. Recognizing the need for a unique place to remember, honor and respect those who have given their lives for their Country, the Veteran's Hall Foundation has launched a campaign to raise money to construct a building for this purpose.

During the past several months the Veteran's Hall Foundation has found great support from the public, with members of the State legislature and other mayors and Council members in other local municipalities throughout the State. Several local government officials desire to pass resolutions supporting their efforts to raise funds for this worthwhile cause. West Valley City elected officials have also expressed a desire to voice their support as well.

RECOMMENDATION:

City Staff recommends approval of the Resolution.

SUBMITTED BY:

Paul Isaac

WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING THE CREATION OF A
VETERANS HALL WITHIN THE STATE OF UTAH**

WHEREAS, Utah has been a state that supports veterans and appreciates their sacrifices made throughout the history of our country; and

WHEREAS, veterans of all branches of the military have quietly gone about their duties protecting and preserving this great country and its freedoms; and

WHEREAS, veterans are willing to sacrifice to preserve freedom and peace for all who live in this country; and

WHEREAS, there are approximately 165,000 veterans currently living in Utah; and

WHEREAS, many more served their country and are no longer living; and

WHEREAS, there is a desire to create a permanent place to give special honor to those who have given their lives in protecting our nation and other nations; and

WHEREAS, there is a desire to recognize those veterans who have served and returned home to their families and friends; and

WHEREAS, there is a desire to assist veterans to obtain employment, housing, education and other needs; and

WHEREAS, there were about 65,000 Utah residents who served in World War II and of that 1,825 who died in combat; and

WHEREAS, there are about 5,000 World War II veterans still living from Utah and almost all are older than 90 years.

WHEREAS, Utah does not have a state-wide monument for the veterans of World War II.

NOW, THEREFORE, the Mayor and City Council of West Valley City, Utah, hereby declare their support for efforts to create a statewide Veterans Memorial Building that will honor, support and assist all Utah veterans and to create a Utah World War II Monument to honor and remember all Utah veterans who served in World War II.

FURTHER, the Mayor and City Council encourage all community residents and businesses to actively support his project and help it be completed.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

,

Utah Veterans Memorial

- Location of the proposed site?
- Land to be donated, leased or ownership retained?
- If leased, what are the annual payments?
- Size of the parcel?
- Nearest utilities and infrastructure?
- Additional contiguous park or green space acres?
- Existing parking?
- Nearest mass transit stop?
- Nearest major road?
- Visibility from nearest major road?
- Access for tour and school buses?
- Availability of outside maintenance?
- Availability of inside maintenance?
- Availability of curator support?
- Availability of scheduling support?
- Availability of security?
- Availability of programs and events management?

Item: _____
Fiscal Impact: _____ N/A
Funding Source: _____ N/A
Account #: _____ N/A
Budget Opening Required: ☐

ISSUE:

A Resolution re-appointing Abigail Dizon-Maughan as Chair of the Professional Standards Review Board

SYNOPSIS:

This resolution re-appoints Abigail Dizon-Maughan as Chair of the Professional Standards Review Board for a term commencing on August 9, 2016 and ending on July 1, 2018.

BACKGROUND:

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

RECOMMENDATION:

Ratify the City Manager's re-appointment of Abigail Dizon-Maughan as Chair of the Professional Standards Review Board.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION RATIFYING THE CITY MANAGER'S
RE-APPOINTMENT OF ABIGAIL DIZON-MAUGHAN
AS CHAIR OF THE PROFESSIONAL STANDARDS
REVIEW BOARD FOR A TERM COMMENCING
AUGUST 9, 2016 AND ENDING JULY 1, 2018.**

WHEREAS, the members of the Professional Standards Review Board are appointed for a two-year term by the City Manager; and

WHEREAS, the City Manager desires to re-appoint Abigail Dizon-Maughan as Chair of the Professional Standards Review Board for a term commencing August 9, 2016 and ending July 1, 2018; and

WHEREAS, Abigail Dizon-Maughan is willing to accept said re-appointment; and

WHEREAS, said re-appointment requires the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's re-appointment of Abigail Dizon-Maughan as Chair of the Professional Standards Review Board for a term commencing August 9, 2016 and ending July 1, 2018.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

July 21, 2016

MEMORANDUM

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

City Council Study Meetings are held at 4:30 P.M. every Tuesday unless otherwise noted.

City Council Regular Meeting are held at 6:30 P.M. every Tuesday unless otherwise noted.

July

June 30, 2016 – August 3, 2016	Face of Utah Sculpture Exhibition, Opening Reception: Thursday, June 30, 2016 6:00 – 8:00 PM. Monday – Thursday 9:00 AM – 6:00 PM, or
by	Arrangement – Utah Cultural Celebration Center, 1355 West 3100 South
July 26, 2016 <i>Tuesday</i>	Weezer/ Panic at the Disco, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
July 29, 2016 <i>Friday</i>	Florida Georgia Line, 7:00 PM- USANA Amphitheatre, 5125 South 5400 West
July 29, 2016 Dusk <i>Friday</i> West	Free Movies in the Park (<i>Movie: Rio</i>), Starts at (Approx. 9:30 PM)- Centennial Park, 5415 3100 South
July 29, 30 2016 – August 3, 4, 5, 6 2016	West Valley City Arts Council Presents Community Theater: Chitty Chitty Bang Bang, 7:30 PM – Utah Cultural Celebration Center, 1355 West 3100

South

August

August 1, 2016
Monday

WorldStage! Summer Concert Series featuring
World Travelers, 7:00 PM – Utah Cultural
Celebration Center, 1355 West 3100 South

August 2, 2016
Tuesday

National Night Out/ No City Council Meetings

August 3, 2016
Wednesday

Welcome Event welcoming H.R.H. Princess
Angelika Latufuipeka Tukuaho, 6:00 PM- Grand
America Hotel, 555 South Main Street, Salt Lake
City Utah 84111

August 4, 2016
Thursday

Summer at the Station Concert

August 8, 2016
The

WorldStage! Summer Concert Series featuring
Soulistics, 7:00 PM – Utah Cultural Celebration
Center, 1355 West 3100 South

August 12, 2016
Friday

Free Movies in the Park (*Movie: Kung Fu Panda 3*),
Starts at Dusk (Approx. 9:30 PM)- Centennial Park,
5415 West 3100 South

August 15, 2016
Monday

WorldStage! Summer Concert Series featuring
Phoenix Jazz & Swing Band, 7:00 PM – Utah
Cultural Celebration Center, 1355 West 3100

South

August 18, 2016
Thursday

Summer at the Station Concert

August 19-20, 2016
PM-

Wasatch International Food Festival, Friday 5:00
PM – 10:00 PM and Saturday 12:00 PM – 10:00
Utah Cultural Celebration Center, 1355 West 3100
South

August 20, 2016
Saturday

Josh Groban with Special Guest Sarah McLachlan,
7:30 PM- USANA Amphitheatre, 5125 South 6400
West

August 21, 2016
USANA
Sunday

Journey and The Doobie Brothers, 7:00 PM-
Amphitheatre, 5125 South 6400 West

August 23, 2016

South

WorldStage! Summer Concert Series featuring the
US Navy Band: Country Current, 7:00 PM – Utah
Cultural Celebration Center, 1355 West 3100

August 23, 2016
Tuesday

MY2K with 98 Degrees, O-Town, Dream, and Ryan
Cabrera, 7:30 PM- Maverik Center, 3200 Decker
Lake Drive

August 26, 2016
Friday

5 Seconds of Summer, 7:00 PM- USANA
Amphitheatre, 5125 South 6400 West

August 27, 2016
Saturday

Lynyrd Skynyrd, 8:00 PM- USANA Amphitheatre,
5125 South 6400 West

August 29, 2016
USANA
Monday

Heart, Cheap Trick, and Joan Jett, 6:30 PM-
Amphitheatre, 5125 South 6400 West

August 30, 2016

No Council Meetings- 5th Tuesday

September

September 2, 2016
Friday

The Dixie Chicks, 7:00 PM- USANA Amphitheatre,
5125 South 6400 West

September 5, 2016
Monday

Labor Day Holiday- City Hall Closed

September 11, 2016
Sunday

Black Sabbath, 7:30 PM- USANA Amphitheatre,
5125 South 6400 West

September 14, 2016- September 17, 2016	110 th ULCT Convention- Sheraton Salt Lake City Hotel
September 16, 2016 <i>Friday</i>	Def Leppard with REO Speed Wagon and Tesla, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
September 17, 2016 <i>Saturday</i>	Dirks Bentley, TBD- USANA Amphitheatre, 5125 South 6400 West
September 21, 2016 <i>Wednesday</i>	Lake Park Golf Social, 8 AM- 2 PM- Stonebridge, 4415 Links Drive
September 22, 2016 <i>Thursday</i>	Blink 182, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
September 26, 2016 <i>Monday</i>	Mumford and Sons, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
September 30, 2016 <i>Friday</i>	Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125 South 6400 West
<u>October</u>	
October 1, 2016 <i>Saturday</i>	Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125 South 6400 West
October 4, 2016 <i>Tuesday</i>	RDA, HA, and BA Meetings Scheduled
October 13, 2016 <i>Thursday</i>	Brantley Gilbert, TBD- USANA Amphitheatre, 5125 South 6400 West
October 22, 2016 <i>Saturday</i>	Pentatonix, 8:00 PM- Maverik Center, 3200 Decker Lake Drive
October 24, 2016 <i>Monday</i>	Tool, 7:30 PM- Maverik Center, 3200 Decker Lake Drive
October 25, 2016	Five Finger Death Punch and Shinedown, 6:00 PM-

Tuesday

Maverik Center, 3200 Decker Lake Drive

October 27, 2016

Thursday

R. Kelly, 8:00 PM- Maverik Center, 3200 Decker Lake Drive

November

November 11, 2016

Friday

Veteran's Day Holiday

November 24, 2016

Thursday

Thanksgiving Holiday- City Hall Closed

November 28, 2016

3200 *Monday*

Carrie Underwood, 7:00 PM- Maverik Center, Decker Lake Drive

November 29, 2016

No Council Meetings- 5th Tuesday

December

December 27, 2016

No Council Meetings- Christmas